

<i>SERFF Tracking Number:</i>	<i>LDRA-125346008</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Old Republic Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>ESS-PTP FORMS</i>		
<i>TOI:</i>	<i>33.0 Other Lines of Business</i>	<i>Sub-TOI:</i>	<i>33.0004 Service Contracts</i>
<i>Product Name:</i>	<i>ESS-PTP Forms</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Old Republic Insurance Company

Product Name: ESS-PTP Forms

TOI: 33.0 Other Lines of Business

Sub-TOI: 33.0004 Service Contracts

Filing Type: Form

SERFF Tr Num: LDRA-125346008 State: Arkansas

SERFF Status: Closed

State Tr Num: EFT \$50

Co Tr Num: ESS-PTP FORMS

State Status: Fees received

Co Status:

Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding

Authors: Cindi Parks, Julie Urasaki, Debi Lisle
Disposition Date: 11/13/2007

Date Submitted: 11/08/2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New): 11/13/2007

Effective Date Requested (Renewal):

Effective Date (Renewal):

General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 11/13/2007

State Status Changed: 11/09/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Submitted for your review and subsequent approval are three versions of a new Vehicle Service Contract (VSC).

These forms are identical in content and do not replace any current forms, but will be used in addition to current forms.

We are submitting the forms without a specific program "name" so that they can be utilized for more than one client should they desire to use another program name or private label exclusive to them. The form number, coverages, administrator/obligor information, underlying insurer, and all other VSC content will remain the same; however, the bracketed sections may vary depending on the client. This product is designed for the pre-owned automobile warranty market and will be primarily offered through independent automobile dealers.

This is considered a "field-issue" VSC program, so the contract purchaser will leave the point of sale with both a

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Registration Page and the VSC itself. The Registration Page will contain a unique contract number for reference when filing a claim or requesting customer service. In order to facilitate approval of these forms in all states, we have included a section for "State-Specific Amendments". Please refer to this section for applicable changes to the VSC content. Since this is a nationwide filing, the special state-specific requirements and disclosures section at the end of the contract may be slightly changed in order to comply with state analyst's requests. In addition, the format of the information contained on the Registration Page (box sizes and/or locations, spacing, etc.) may be slightly altered to conform to electronically produced contracts at the time of sale. If any material changes are made to the form, form number, or revision date after your review and approval, it will be re-filed with your department.

Due to the tremendous demand for electronic means of issuing service contracts at the point of sale, we have included a form to be used for this purpose. The Registration Page, the "electronic" (E) version of the VSC form and any state-specific amendment required will be printed out by the seller and given to the customer at time of purchase. This procedure will reduce the amount of pages provided to the customer since it will only generate the state amendment that pertains to the purchaser versus all the state amendments as shown on the "printed" booklet and legal-size paper version of the forms.

We have included the names of several affiliate administrator/obligor companies on the forms. Any administrator other than Old Republic Insured Automotive Services, Inc. is clearly identified along with the applicable states where they are registered. We are endeavoring to limit the number of forms we have to print when introducing a nationwide program by naming all applicable administrative companies.

Company and Contact

Filing Contact Information

Cindi Parks, Regulatory Compliance Manager	cparks@orias.com
8282 S. Memorial Drive	(800) 331-3780 [Phone]
Tulsa, OK 74133	(800) 874-9559[FAX]

Filing Company Information

Old Republic Insurance Company	CoCode: 24147	State of Domicile: Pennsylvania
307 N. Michigan Avenue	Group Code: 150	Company Type:
Chicago, IL 60601	Group Name:	State ID Number:
(800) 621-0365 ext. [Phone]	FEIN Number: 25-0410420	

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Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Old Republic Insurance Company	\$50.00	11/08/2007	16554983

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	11/13/2007	11/13/2007

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Disposition

Disposition Date: 11/13/2007

Effective Date (New): 11/13/2007

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms Listing and Description	Approved	Yes
Form	Registration Page	Approved	Yes
Form	Vehicle Service Contract	Approved	Yes
Form	Vehicle Service Contract Booklet	Approved	Yes
Form	Electronic Vehicle Service Contract	Approved	Yes
Form	Arkansas Amendment	Approved	Yes

SERFF Tracking Number: LDRA-125346008 State: Arkansas

Filing Company: Old Republic Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: ESS-PTP FORMS

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Product Name: ESS-PTP Forms

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Registration Page	ESS-VSC-10-2007 RP (10/07)		Declaration New s/Schedule		0.00	ESS-VSC- RP.pdf
Approved	Vehicle Service Contract	ESS-VSC 10-2007 (10/07)		Policy/CoveNew rage Form		0.00	ESS-VSC- Legal.pdf
Approved	Vehicle Service Contract Booklet	ESS-VSC-10-2007 BK (10/07)		Policy/CoveNew rage Form		0.00	ESS VSC- Booklet.pdf
Approved	Electronic Vehicle Service Contract	ESS-VSC-10-2007 E (10/07)		Policy/CoveNew rage Form		0.00	ESS-VSC- Electronic.pd f
Approved	Arkansas Amendment	ESS-VSC-10-2007 E-AR (10/07)		Endorseme New nt/Amendm ent/Condi tions		0.00	ESS-VSC-E- AR (10- 07).pdf

[Insert Program Name]

REGISTRATION PAGE

[Insert Contract No.]

CONTRACT HOLDER'S LAST NAME		FIRST NAME		INITIAL	TELEPHONE
STREET		CITY		STATE	ZIP
LIENHOLDER NAME		ADDRESS			
SELLER NUMBER	SELLER NAME		ADDRESS		
VEHICLE MAKE	MODEL	YEAR	VIN		
MILEAGE AT CONTRACT PURCHASE DATE**		VEHICLE SELLING PRICE		CONTRACT PURCHASE PRICE	
VEHICLE SERVICE CONTRACT PURCHASE/EFFECTIVE DATE**		VEHICLE CLASS <input type="checkbox"/> CLASS 1 <input type="checkbox"/> CLASS 2		\$100 DEDUCTIBLE	

****Expiration is measured from the Contract Purchase Date and Odometer Mileage at Contract Purchase Date****

CHOOSE PLAN COVERAGE	<input type="checkbox"/> [LEVEL I] <input type="checkbox"/> [LEVEL II] <input type="checkbox"/> [LEVEL III]			
SELECT TERM	12 MONTHS / 12,000 MILES <input type="checkbox"/>	24 MONTHS / 24,000 MILES <input type="checkbox"/>	36 MONTHS / 36,000 MILES <input type="checkbox"/>	48 MONTHS / 48,000 MILES <input type="checkbox"/>
MANDATORY SURCHARGES 4WD / AWD DIESEL ONE TON <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			OPTIONAL SURCHARGES *SEALS AND GASKETS SURCHARGE (80 – 100,000 MILES) <input type="checkbox"/>	
<p align="center">FAILURE TO MARK APPLICABLE BOXES MAY RESTRICT COVERAGE</p> <p align="center"><i>*Seals and Gaskets included on all vehicles up to 80,000 miles, vehicles 80-100,000 miles available with surcharge, not available on vehicles with over 100,000 miles</i></p> <p align="center">[Program Name] coverage not available for vehicles used for commercial purposes.</p>				

ACKNOWLEDGMENT

I agree to purchase this Vehicle Service Contract (Contract) covering the vehicle described on this Registration Page, which must meet Our underwriting guidelines and is subject to acceptance by the Administrator. I agree that the time and mileage limits indicated on this Registration Page, begin to run from the **Contract Purchase Date**, even though any components or parts covered by a manufacturer, supplier, or other warranty are NOT covered by my Contract until expiration of the manufacturer, supplier, or other warranty. **I understand that my Contract Term includes any periods of applicable manufacturer's warranties.**

I understand that my Contract has been issued in accordance with the information contained on this Registration Page and is subject to the terms and conditions stated in the Contract, which I have read and received with this Registration Page.

I understand that prior authorization by the Administrator is required on repairs covered by this Contract. Call [800-331-3780] for claims authorization. I further understand that any Breakdown, loss, or damage that results from a pre-existing condition is not covered by this Contract (Not applicable in Arizona).

I understand the purchase of this Contract is not required to purchase or obtain financing of my vehicle.

CONTRACT HOLDER'S SIGNATURE_____
DATE_____
SELLER'S SIGNATURE

Administrator/Obligor:
Old Republic Insured Automotive Services, Inc. (CA LIC 0C79822)
 In GA, NY, WY: **ORIAS Warranty Services**
 In TX, OR: **ORIAS Warranty Services, Inc.**
 In AZ, FL, LA, OK, NM, WI: **Minnehoma Automobile Association, Inc. (FL LIC 60033)**
[P.O. Box 35008, Tulsa, OK 74153-0008]
[800-331-3780]

[ORIGINAL WHITE – ADMINISTRATOR]

[GREEN – SELLER]

[PINK – LIENHOLDER]

[CANARY – CONTRACT HOLDER]

HOW THIS CONTRACT PROTECTS YOU

We, in return for payment of the applicable charge, agree to repair, replace, or arrange for the payment of the cost to repair or replace the covered parts of **Your Vehicle** when due to a **Breakdown** during the term of this **Contract**. **Replacement of any part may be made with like kind and quality, serviceable used or remanufactured parts.**

IMPORTANT INFORMATION

NOTE: This is a Service **Contract** not an insurance policy.

Our obligations under this **Contract** are fully insured by a Service **Contract** Reimbursement Insurance Policy issued by Old Republic Insurance Company (Tulsa Branch Office), [8282 South Memorial Drive, Tulsa, Oklahoma 74133]. If **You** have not received either payment of a claim or a refund for the cancellation of **Your Contract** within sixty (60) days after proof of loss has been filed and approved by the **Administrator**, or **Your** request for cancellation has been submitted to and accepted by the **Administrator**, **You** may make a direct claim against Old Republic Insurance Company (Tulsa Branch Office) at the address shown or call toll free [800-331-3780].

Please refer to State-Specific Amendments for additional information and/or amendments to certain Contract provisions.

DEFINITIONS

The following definitions apply to words frequently used in this **Contract** and appear in **Bold Faced Type**:

You, Your – Means the **Contract** holder shown on the **Registration Page** or the person to whom this **Contract** was properly transferred.

We, Us, Our – Means the **Obligor** and **Administrator** of this **Contract** as stated below and on the **Registration Page** attached to this **Contract**.

Administrator and Obligor – Means the following:

In most States: Old Republic Insured Automotive Services, Inc. (CA LIC 0C79822); In GA, NY, WY: ORIAS Warranty Services; In TX, OR: ORIAS Warranty Services, Inc.; In AZ, FL, LA, OK, NM, WI: Minnehoma Automobile Association, Inc. (FL LIC 60033). **The address and phone number for all administrative companies:** [P.O. Box 35008, Tulsa, OK 74153-0008. 800-331-3780]. (Note: **In [DC, ME],** the **Obligor** is the selling dealer and the **Administrator** is Old Republic Insured Automotive Services, Inc.)

Contract – Means this Vehicle Service **Contract** which **You** have purchased from **Us** to protect **Your Vehicle**.

Registration Page – Means the numbered document which must be attached to and forms a part of this **Contract**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information.

Schedule Of Coverage – Lists the **Coverage** provided to **You** for **Your Vehicle** under this **Contract**.

Coverage – Means the protection **You** have selected, as listed in the **Schedule Of Coverage** Section.

Your Vehicle – Means the vehicle which is described on the **Registration Page**.

Deductible – Means the amount **You** are required to pay, as shown on the **Registration Page**, for covered **Breakdowns**.

Breakdown – Means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

Commercial Use – Means any car, truck or van used for the purpose of sales or route service, inspections or examinations, maintenance or repair, construction, gardening, carrying tools to a job site, and vehicles used to provide shuttle services for non-profit organizations.

Consequential Damage – Means an event or damage that occurs separately as a consequence or result of the failure of any part, such as, loss of time or use, inconvenience, commercial loss, personal injury or property damage.

Pre-existing – Means a condition that within all reasonable mechanical probability relates to the mechanical fitness of **Your Vehicle** prior to the **Contract** purchase date. (Not applicable in Arizona.)

Term/Contract Period – Means the length of time and miles covered by this **Contract**, as shown on the **Registration Page**.

YOUR RESPONSIBILITIES

- A. **Verify Registration Page** – The **Registration Page** must be attached to the front inside cover of this booklet or otherwise affixed to this **Contract** to complete and validate this **Contract**.
- B. **Note Your Contract Number** – Please see the box containing **Your Contract Number** on the **Registration Page**. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.
- C. **Check the Coverage, Term, and Surcharges (if applicable) shown on Your Registration Page for accuracy.**
 - 1) **Coverage** – Compare the **Coverage** shown on the **Registration Page** with the corresponding **Coverage** listed in the **Schedule of Coverage**.
 - 2) **Term** – Verify the **Term** is correct.
 - 3) **Surcharges** – Check the box labeled **Surcharges**. Any surcharge applicable to **Your Vehicle** must be indicated on the **Registration Page** and the surcharge paid to receive **Coverage**.

If any of the information contained on **Your Registration Page** is missing or is inaccurate, contact the seller of this **Contract** immediately to avoid a possible delay should a claim arise.

- D. **Maintain Your Vehicle** – In order for **You** to receive benefits under the terms of this **Contract**, **You** are required to maintain **Your Vehicle** according to the manufacturer’s recommended service schedule, as shown in **Your Vehicle’s** owner’s manual. The manufacturer’s recommended service schedule for **Your Vehicle** will be considered the maximum allowable interval between the maintenance services required by this **Contract**. If there is no written maintenance schedule for oil changes for **Your Vehicle**, the maximum allowable interval between oil changes must not exceed 7,500 miles. All maintenance on **Your Vehicle** must be performed by a licensed repair facility. **You** must keep verifiable repair facility receipts and work orders indicating the date, mileage and service performed. Failure to have the required maintenance performed and/or failure to provide verifiable receipts when requested will result in denial of **Coverage**. It is **Your** responsibility to have non-covered repairs or maintenance performed at the time it is recommended.

Should any payment be made by virtue of this Contract for any repair or replacement for which the manufacturer or distributor now or subsequently provides remuneration or recovery, then the Contract holder assigns to the Administrator all rights to such remuneration or recovery not to exceed the amount of the benefit(s) provided under this Contract.

CONTRACT PROVISIONS

This CONTRACT is between US and YOU, and is subject to all the terms and conditions contained herein.

- A. CONTRACT PERIOD**
Coverage under this Contract begins on the Contract purchase date and will expire according to the time and/or mileage of the term/miles selected, whichever occurs first, as shown on the Registration Page.
- B. COVERAGE**
The Coverage afforded You for Your Vehicle is fully described in this Contract. Please see Schedule of Coverage section.
- C. COVERED PARTS AND LABOR**
We will pay or reimburse You for reasonable costs to repair or replace any Breakdown of a part listed in the Schedule of Coverage. Replacement parts may be new, remanufactured, or of like kind and quality. Labor cost for authorized repairs will be determined by a current nationally published flat rate manual approved by the Administrator.
- D. DEDUCTIBLE**
In the event of a Breakdown covered by this Contract, You may be required to pay a Deductible. No Deductible payment is required with respect to Ancillary Benefits as provided by this Contract. If You have a Deductible, as shown on the Registration Page, the Deductible amount will be applied on a per repair visit basis.
- E. TERRITORY**
This Contract applies only to Breakdowns that occur and repairs made within the United States of America and Canada.
- F. LIMITS OF LIABILITY**
 - 1) Per Repair Visit – Our liability for any one (1) repair visit shall in no event exceed the current market value of Your Vehicle at the time of said repair visit, as listed in the NADA Used Car Guide.
 - 2) Aggregate – The total of all claims and benefits paid or payable while this Contract is in force shall not exceed the price You paid for Your Vehicle (excluding tax, title and license fees).
- G. OUR RIGHT TO RECOVER PAYMENT**
If You have a right to recover against another party for anything We have paid under this Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

TRANSFER PROVISIONS

Your Contract may be transferred to someone to whom You sell or otherwise transfer ownership of Your Vehicle while this Contract is still in force. This Contract cannot be transferred if the title transfer of Your Vehicle passes through an entity other than the subsequent buyer, or Your Vehicle is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This Contract can only be transferred once and the transfer must be initiated by the original Contract Holder.

To transfer this Contract, the following must be submitted to the Administrator within fifteen (15) days of the change of ownership to a subsequent individual purchaser:

- A.** A completed transfer form indicating the name and address of new owner, date of sale to new owner, current mileage;
- B.** Seventy-five dollar (\$75) transfer fee made payable to the Administrator.

Any remaining manufacturer’s warranty must also be transferred at the same time as vehicle ownership transfer. Copies of all maintenance records showing actual oil changes and manufacturer’s maintenance must be given to the new owner. These maintenance records must be retained along with similar documentation for future maintenance work which the new owner has performed in accordance with the Maintenance Requirements of this Contract. If necessary, these documents will be verified by the Administrator.

CANCELLATION PROVISIONS

Please check the State-Specific Amendments section for different rights regarding cancellation.

- A.** The original Contract holder may cancel this Contract by contacting the seller of this Contract and completing a cancellation request form. The seller will submit the cancellation request to the Administrator for processing. The cancellation refund will be mailed to the seller for payment to You. In the event You are unable to return to the seller of this Contract, You may forward a signed letter requesting cancellation to the Administrator. Include a notarized statement indicating the current mileage (odometer reading) of the vehicle at the time the cancellation is to be effective. You will receive Your cancellation refund from the seller.
 - B.** We may cancel this Contract for non-payment of the Contract charge, or for misrepresentation in the submission of a claim. We may cancel this Contract if Your Vehicle is found to be modified in a manner not recommended by the manufacturer, or Your Vehicle is found to be used as a Commercial vehicle.
 - C.** If Your Vehicle and this Contract have been financed, the lienholder shown on the Registration Page may cancel this Contract for non-payment or if Your Vehicle is declared a total loss or is repossessed.
 - D.** If this Contract is cancelled within the first thirty (30) days from the date shown on the Registration Page, and no claims have been filed, We will refund the entire Contract charge paid. If a claim has been made against Your Contract, or if the Contract has been in effect more than thirty (30) days, We will refund an amount of the Contract charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date coverage begins, less a fifty dollar (\$50) administrative fee unless otherwise stated in the State-Specific Amendments section. You will receive Your cancellation refund from the seller.
- Note:** In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. The lienholder will be named as the sole payee on a cancellation refund if Your Vehicle has been repossessed.

HOW TO FILE A CLAIM

- A.** If **Your Vehicle** incurs a **Breakdown**, **You** must take the following steps to file a claim:
1. **You** must use all reasonable means to protect **Your Vehicle** from further damage. Example: activated warning lights indicate that **You** should stop operating **Your Vehicle** immediately.
 2. **You** must authorize a licensed repair facility to perform any diagnosis or teardown necessary to determine the cause of failure and repair cost. **You** are responsible for all incurred expenses if it is determined that the failure or repair is not covered by this **Contract**.
 3. **You** must ensure that the repair facility contacts the **Administrator** at [800-331-3780] when the cause of failure and repair cost are determined. The **Administrator** reserves the right to inspect **Your Vehicle** before repairs are performed.
 4. Depending on the particular failure, maintenance records may be requested from **You** before the **Administrator** will authorize the claim.
 5. Do not authorize repairs until the **Administrator** verifies that the **Breakdown** is covered by this **Contract** and issues an approval number to the repair facility or **Your** claim will be denied. (Exception – see Emergency Repairs.)
 6. It is **Your** responsibility to pay any expenses that are not covered by this **Contract**, including the **Deductible**.
- B. EMERGENCY REPAIRS:** If **You** have a **Breakdown** that renders **Your Vehicle** inoperable or unsafe to operate outside **Our** normal business hours (8 am to 7 pm Central Time, Monday - Friday, and 8 am to 4 pm Central Time, on Saturday) and when a minor repair, not to exceed a cost of five hundred dollars (\$500), can be performed that will return **Your Vehicle** to operation, **You** may, at **Your** own discretion, authorize the necessary emergency repairs, subject to the following conditions:
1. Emergency repairs can only be performed on **Your Vehicle** when **You** cannot obtain approval from the **Administrator** because the **Breakdown** occurred outside **Our** normal business hours.
 2. **You** must report the claim directly to the **Administrator** within five (5) days from the date the **Breakdown** occurred by calling the toll-free claims number [800-331-3780]. Mail-in claims for emergency repairs will not be accepted. Note: If the **Administrator** re-opens before repairs to **Your Vehicle** are completed, **You** must immediately contact the **Administrator** for instructions before continuing with the repairs.
 3. Repairs must be performed by a licensed repair facility, and not exceed a cost of five hundred dollars (\$500).
 4. **You** must provide the **Administrator** with a paid receipt.
 5. **You** must save all parts that were replaced and provide them to the **Administrator**, if requested.

Failure to comply with the above procedures will result in a denial of Coverage.

SCHEDULE OF COVERAGE

[LEVEL I] COVERAGE

If **You** purchased the [Level I] Coverage Plan as shown on the **Registration Page**, covered parts are:

1. Engine: All internal parts; timing gears, timing chain(s) or belt(s); timing chain/belt tensioner(s); water pump; oil pump; fuel delivery pump; diesel engine vacuum pump; intake manifold(s); exhaust manifold(s); flywheel; flexplate; ring gear; harmonic balancer; engine mount(s); supercharger housing and internal parts. The following components are covered only if damaged by the failure of an internal part: engine block; cylinder heads; cylinder barrels; rotor housing; oil pan; valve cover(s); timing chain or belt cover.
2. Transmission & Transfer Case: All internal parts; torque converter; vacuum modulator; auxiliary cooler and its metal lines; overdrive units; transmission mount(s). The following components are covered only if damaged by the failure of an internal part: transmission case; transaxle case; transfer case.
3. Front & Rear Wheel Drive: Axle shafts and bearings; universal joints; constant velocity joints (except any damage to the constant velocity joint due to the failure of the sealing boot is not covered); tripod joints; stud axles; drive shaft and yokes. The following components are covered only if damaged by the failure of an internal part: final drive axle and axle housing(s) and all internal parts.
4. Electrical: Alternator and pulley; voltage regulator; starter motor; solenoid and drive.
5. Air Conditioning: Compressor, clutch, coil and pulley; condenser; evaporator; accumulator; dryer. The expansion valve, orifice tube and POA valve are covered if required as a result of a Mechanical Breakdown.
6. Seals and Gaskets: Seals and gaskets coverage is provided with the [Level I] Coverage Plan for all parts listed in the above named component groups if **Your Vehicle** had less than 80,000 miles, as indicated on the odometer at the time of **Contract** purchase.

Any part not listed above is not covered by the [Level I] Coverage Plan.

[LEVEL II] COVERAGE

If **You** purchased the [Level II] Coverage Plan as shown on the application, covered parts are:

1. Engine: All internal parts; timing gears, timing chain(s) or belt(s); timing chain/belt tensioner(s); water pump; oil pump; fuel delivery pump; diesel engine vacuum pump; intake manifold(s); exhaust manifold(s); flywheel; flexplate; ring gear; harmonic balancer; engine mount(s); supercharger housing and internal parts. The following components are covered only if damaged by the failure of an internal part: engine block; cylinder heads; cylinder barrels; rotor housing; oil pan; valve cover(s); timing chain or belt cover.
2. Transmission & Transfer Case: All internal parts; torque converter; vacuum modulator; auxiliary cooler and its metal lines; overdrive units; transmission mount(s). The following components are covered only if damaged by the failure of an internal part: transmission case; transaxle case; transfer case.
3. Front & Rear Wheel Drive: All internal parts; axle shafts and bearings; universal joints; constant velocity joints (except any damage to the constant velocity joint due to the failure of a sealing boot is not covered), tripod joints, stub axles; drive shaft and yokes. The following components are covered only if damaged by the failure of an internal part: final drive axle and axle housing(s).
4. Electrical: Alternator and pulley; voltage regulator; starter motor; solenoid and drive; heater blower motor(s); wiper motor(s); neutral safety switch; ignition switch; turn signal switch; brake light switch; horn; horn relay; engine wiring

harness; IAC motor; manually operated switches; transmission shift control processor; air conditioning/heater control head; power window motor and regulator; power seat motor.

5. Air Conditioning: Compressor, clutch, coil and pulley; condenser; evaporator; accumulator; dryer. The expansion valve, orifice tube and POA valve are covered if required as a result of a Mechanical Breakdown.

6. Front & Rear Suspension: Upper and lower control arms and their shafts and bushings; ball joints; spindles; stabilizer bar, track bars and their bushings and links; torsion bars; hub bearings; wheel bearings.

7. Steering: Steering gear housing and internal parts; rack & pinion housing and internal parts; rack & pinion mounting bushings; power steering pump; steering column shaft, coupling and bearings; pitman arm; idler arm; tie rod ends; drag link.

8. Braking System: Master cylinder; vacuum/hydraulic assist booster; wheel cylinders; disc brake caliper; proportioning valve; metal hydraulic lines and fittings; parking brake linkage, cables and backing plates. The following components are covered until **Your Vehicle** reaches 100,000 miles, as indicated on the odometer: ABS Control Unit; wheel sensors; pump motor; accumulator; actuator.

9. Fuel System: Fuel injector(s); fuel pump; fuel pressure regulator; fuel level sending unit; vacuum pump; metal fuel lines and fittings.

10. Cooling System: Electric fan motor; fan; viscous clutch drive.

11. Chassis Hardware: Hood latch and cable; door/hood/trunk/hatch hinges; glove box/console lock and latch; ignition lock and tumbler; manual window regulators.

12. Seals and Gaskets: Seals and gaskets coverage is provided with the [Level II] Coverage Plan for all parts listed in the above named component groups if **Your Vehicle** had less than 80,000 miles, as indicated on the odometer at the time of **Contract** purchase.

Any part not listed above is not covered by the [Level II] Coverage Plan.

[LEVEL III] COVERAGE

If **You** purchased the [Level III] Coverage Plan as shown on the application, this **Contract** covers all original equipment factory installed mechanical and electrical parts and assemblies of **Your Vehicle** for Mechanical **Breakdown**, less any applicable **Deductible**, EXCEPT for the parts and services listed under “Exclusions.”

ANCILLARY BENEFITS (ALL PLANS)

No Deductible applies to the following benefits:

TOWING: In the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted towing expenses up to seventy-five dollars (\$75) per occurrence. Any payment shall be for actual towing charges in excess of any applicable reimbursement from the manufacturer or any other towing coverage.

CAR RENTAL: If **Your Vehicle** incurs a covered **Breakdown**, **You** may also be eligible to receive reimbursement for a portion of **Your** car rental costs. The amount **We** will repay **You** depends upon the total authorized cost of covered repairs for each repair visit. The maximum **We** will pay is shown in the table below:

Repair Cost	\$200 - \$500	\$501 - \$1,000	\$1,001 - \$1,500	\$1,501 - \$2,000	\$2,001+
Reimbursement	\$ 50	\$ 100	\$ 150	\$ 200	\$ 250

We do not cover time spent waiting for parts, or any other delays beyond **Our** control. Before **We** can repay **You**, **You** must give **Us** valid receipts from an authorized rental car agency or the dealer.

ROADSIDE ASSISTANCE: **We** will reimburse **You** for Roadside Assistance, subject to a fifty dollar (\$50) per occurrence limitation, for the following emergency services for **Your Vehicle**:

- Lock-Out Assistance
- Fuel Delivery Services
- Flat Tire Assistance
- Battery Service

For reimbursement for Roadside Assistance benefits, submit **Your** paid receipt and the details of the service(s) performed on **Your Vehicle** to the **Administrator**.

CONTRACT SURCHARGES

Any surcharge applicable to **Your Vehicle** must be selected on the **Registration Page** to receive **Coverage**. If surcharges are not paid, **Coverage** will be denied.

1. **Diesel, One Ton, and 4WD/AWD** or any combination (mandatory surcharges).
2. **Seals and Gaskets Coverage:** If the **Contract Registration Page** shows that **You** purchased the Seals and Gaskets option with **Your** [Level I] or [Level II] Coverage Plan, **You** are covered for the following: Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids.

EXCLUSIONS

This Contract does not cover the following parts, services, conditions or events:

- A. Any item covered by **Your Vehicle** manufacturer’s original factory warranty, and any component or equipment not installed by the manufacturer.
- B. Any loss to the vehicle frame and chassis, exhaust system including the catalytic converter, transmission cooler lines and hoses, manual clutch release bearing, clutch pilot bushing or bearing, clutch disc and pressure plate, shock absorbers or McPherson struts, wheels, wheel studs, convertible top and straps, window and door handles, and cellular phones. All fasteners, including, but not limited to: bolts, studs, nuts, pins, clips and retainers (except when required in conjunction with a covered repair).
- C. Normal maintenance items or parts normally designed to be serviced or replaced periodically during the life of **Your Vehicle**, such as, but not limited to: oil, coolant, fluids, lubricants, refrigerants, filters, (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, sealed

beams, lenses, fuses, wiper blades and arms, battery and battery cable, drive belts, coolant and vacuum hoses, brake rotors, brake drums, brake pads and linings.

- D. Adjustments and cleaning, alignments and wheel balancing, freight charges, environmental disposal fees, storage charges, and shop supplies.
- E. Any repair or replacement of a covered part that has not been authorized by the Administrator prior to the repair being performed except as outlined under Emergency Repairs in the section entitled How To File A Claim.
- F. Any loss caused by the failure of any other part of Your Vehicle that is not included for coverage in this Contract, regardless if the resulting damage is to a covered part.
- G. Liability for damage to property or injury to or death of any person arising from the operation, maintenance or use of Your Vehicle, whether or not related to the parts covered by the Contract.
- H. Any loss caused by collision or upset, breakage of glass, missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, lightning, contamination, rust, corrosion, freezing, smoke, acts of God or any cause whatsoever except as provided in the Contract.
- I. Any loss that should be covered by a manufacturer's warranty, repairer's guarantee, or any recall issued by a manufacturer which addresses the Contract holder's complaint. Components or parts covered by any other warranty are not covered by this Contract until expiration of the manufacturer, supplier, or other warranty. Any loss from an improper previous repair is not covered. The Contract does not guarantee the performance of any repair facility or technician.
- J. Any loss if the odometer has been broken, disconnected or altered, or in any way does not reflect Your Vehicle's true and correct mileage. Note: It is a federal offense to alter Your Vehicle's odometer.
- K. Repair or replacement and/or any loss caused by, or related to, any mechanical or vehicle alteration and/or modification not recommended by the manufacturer of Your Vehicle. This would include, but is not limited to, the installation of any high performance equipment, lift / lowering kits, incorrect tires / wheels or removal of any emission devices.
- L. Incidental or Consequential Damages such as loss of use of Your Vehicle, inconvenience or commercial loss.
- M. Any loss resulting from the failure to have the recommended maintenance services performed for Your Vehicle. Any loss due to contaminated fuel, lubricants, coolant, or damage caused by a build up of carbon or sludge, restricted oil passages or contamination. Any loss caused by the lack of necessary and proper amounts or types of filters, lubricants or coolant. Damage caused by overheating or freezing, regardless of the cause.
- N. Any loss to Your Vehicle if used for competitive driving, racing, off-road use, hire to the public, rental, pool cars, or if Your Vehicle is equipped for or used as a snow plow or emergency vehicle.
- O. Any loss to Your Vehicle if used for towing a trailer or another vehicle or object unless properly equipped beforehand for this purpose as recommended by the manufacturer.
- P. Any loss due to neglect, abuse or misuse of Your Vehicle, or failure to protect Your Vehicle from further damage.
- Q. Any loss to a Gray Market or vehicle that does not have a valid manufacturer VIN. Any loss to a vehicle that has ever been declared or title branded as salvage, junk, rebuilt, totaled, or flood damaged.
- R. Repair or replacement of any part will not be covered unless an actual Breakdown has occurred. A reduction in performance of any part, including engine valves and rings, is not covered if the part is operating within the original manufacturer's specifications for Your Vehicle.
- S. Any repair or replacement of a covered part which has not failed but which a repair facility recommends or requires be repaired or replaced. Any cost to modify, convert or retrofit original equipment, or any parts that have been updated by the manufacturer for the sole purpose of betterment is not covered.
- T. No benefit is provided for a condition which existed prior to the Contract purchase date or which existed prior to the expiration of the manufacturer's warranty.
- U. Any loss to Global Positioning Systems (GPS) and video components.

STATE SPECIFIC AMENDMENTS

ALABAMA

CANCELLATION PROVISION – Item **B.** – is amended to add the following:

Notice of such cancellation will be delivered to **You** at **Your** last known address at least five (5) days prior to cancellation. The notice of cancellation will state the effective date of the cancellation and the reason for cancellation. If cancellation is due to nonpayment of the **Contract** price or a material misrepresentation by **You** to **Us** relating to **Your Vehicle** or its use, such notice will not be required.

CANCELLATION PROVISION – Item **D.** – is amended to include the following:

The administrative fee in Alabama will not exceed twenty-five dollars (\$25). If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

No administrative fee will be charged if **We** cancel the **Contract**.

ARIZONA

CANCELLATION PROVISION – Item **D.** the last sentence. – is deleted and replaced with the following:

You will receive **Your** cancellation refund from the seller or **Us**.

EXCLUSIONS – Items **A.**, **M.**, and **O.** are deleted and replaced as follows:

- A.** Any item covered by Your Vehicle manufacturer's original factory warranty, and any component or equipment not installed by the manufacturer subsequent to the Contract purchase date.
- M.** Any loss resulting from Your failure to have the recommended maintenance services performed for Your Vehicle. Any loss due to contaminated fuel, lubricants, coolant, or damage caused by a build up of carbon or sludge, restricted oil passages or contamination that occurs subsequent to Your purchase of the vehicle. Any loss caused by Your failure to maintain the necessary and proper amounts or types of filters, lubricants

or coolant. Damage caused by overheating or freezing, regardless of the cause, subsequent to Your purchase of the vehicle.

O. Any loss to Your Vehicle if used by You for towing a trailer or another vehicle or object unless properly equipped beforehand for this purpose as recommended by the manufacturer.

EXCLUSIONS – Items Q., and T. are deleted in their entirety.

ARKANSAS

CANCELLATION PROVISION – Item B. – is amended to include the following additional reasons for cancellation: Fraud or material misrepresentation made by or with Your knowledge in obtaining the Contract or the occurrence of a material change in the risk which substantially increases any hazard insured against after Contract issuance.

CALIFORNIA

DEFINITIONS – The following definitions are deleted and replaced with the following:

Breakdown – Means the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

We, Us, Our means the entity that administers and is obligated to perform under this Contract. In California, the Administrator and Obligor of the Contract is OLD REPUBLIC INSURED AUTOMOTIVE SERVICES, INC., 8282 South Memorial Drive, Tulsa, OK 74133. 800-331-3780. **CALIFORNIA LICENSE NUMBER 0C79822.**

Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Contract has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, OK 74133, 800-331-3780. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 800-927-4357.

CANCELLATION PROVISION – Item B. – is replaced by the following:

We may cancel this Contract within the first sixty (60) days by mailing You a cancellation notice before the sixty-first (61st) day after the date the Contract was purchased. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice. The notice will state the specific grounds for the cancellation. We will refund the full Contract charge within thirty (30) days from the date of cancellation. However, if We have paid a claim, or have advised You in writing that We will pay a claim, We may provide a pro-rata refund reflecting the greater of the time in force or the miles driven compared to the total time or mileage of Your Contract term, less the amount of any claims paid prior to cancellation. We may cancel this Contract at any time for nonpayment of the Contract charge, material misrepresentation or fraud. You will be notified by mail of the specific reason for cancellation, which will become effective five (5) days after the postmark of the notice of cancellation. A pro-rata refund will be paid within thirty (30) days of the date of cancellation and will be calculated based on the greater of the time in force or the miles driven compared to the total time or mileage of Your Contract term. Any claim reported prior to the effective date of cancellation will be processed; however, the amount of the claim will be deducted from Your pro-rata refund.

CANCELLATION PROVISION – Item D. – is replaced by the following:

If We receive Your written request for cancellation within thirty (30) days of Your receipt of the Contract and no claims have been made, You will receive a full refund. If a claim has been made, a pro-rata refund will be calculated based on the greater of the time in force or the miles driven compared to the total time or mileage of Your Contract term. If We receive Your written request for cancellation after the Contract has been in effect for thirty (30) days, a pro-rata refund will be calculated based on the greater of the time in force or the miles driven compared to the total time or mileage of Your Contract term. An administrative fee will be assessed, not to exceed ten percent (10%) of the Contract charge or twenty-five dollars (\$25), whichever is less. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

EXCLUSIONS – Item T. is deleted and replaced as follows:

T. No benefit is provided for a condition which existed prior to the Contract purchase date or which existed prior to the expiration of the manufacturer's warranty.

COLORADO

IMPORTANT INFORMATION – is amended to include the following:

The Old Republic Insurance Company Service Contract Reimbursement Insurance Policy Number is CO 112-00003.

CONNECTICUT

Connecticut Statutes 42-221, requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with a sale price of \$3,000 but less than \$5,000

Provides Coverage for 30 days or 1,500 miles, whichever occurs first.

Used vehicles with a sale price of \$5,000 or more

Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

The vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: in addition to the dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverage and exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty.

CONTRACT PROVISIONS – Item A. – CONTRACT PERIOD – is amended to include:

If the covered vehicle is in a repair facility at the time the Contract expires, the Contract expiration date will automatically be extended until the repair has been completed.

NOTE: Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs.

FLORIDA

TRANSFER PROVISION is amended by revising the transfer fee to forty dollars (\$40).

CANCELLATION PROVISION, Item B. is deleted and replaced as follows:

B. We may cancel this Contract within the first sixty (60) days for any reason. After sixty (60) days, We may only cancel

for the following reasons:

1. If there has been a material misrepresented or fraud at the time of the sale of the **Contract**;
2. **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer; or
3. The odometer has been tampered with, is disconnected, or is disabled and **You** have not repaired it;
4. For nonpayment of premium by **You**.

CANCELLATION PROVISION, Item **C**. is deleted in its entirety.

CANCELLATION PROVISION, Item **D**. is deleted and replaced as follows:

C. If **You** cancel the **Contract** within sixty (60) days of the effective date of this **Contract**, **You** will receive a full refund less any claims paid. If **You** cancel the **Contract** after the first sixty (60) days, **We** will calculate a pro rata refund based upon the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract Term**. An administrative fee will be retained equal to 10% of the unearned pro rata premium, but not to exceed fifty dollars (\$50). If **We** cancel this **Contract**, **You** will receive a refund not less than one hundred percent (100%) of the unearned pro rata premium.

GEORGIA

CANCELLATION PROVISION – Item **B**. is amended with the following:

B. The **Administrator** may not cancel this **Contract** except for fraud, material misrepresentation, or nonpayment by **You**. Notice of such cancellation will be in writing and given at least ten (10) days prior to cancellation of non-payment of premium, thirty (30) days prior to cancellation for any other reason. Cancellation will comply with Section 33-24-44 of the Georgia Code.

CANCELLATION PROVISION – Item **D**. is deleted and replaced as follows:

If **You** cancel this **Contract** within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If **You** cancel this **Contract** after the first thirty (30) days or a claim has been filed, **We** will calculate a pro-rata refund based on the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** term and will refund ninety percent (90%) of the unearned pro-rata premium. If **We** cancel the **Contract**, return of the premium shall be based upon one hundred percent (100%) of unearned pro-rata premium. No administrative fee will apply in Georgia.

EXCLUSIONS – Item **J**. is deleted and replaced as follows:

J. Any loss if **Your Vehicle's** odometer is broken, has been altered and/or ceased to operate subsequent to purchase of the **Contract** so **Your Vehicle's** actual mileage cannot be determined.

EXCLUSIONS – Item **K**. is deleted and replaced as follows:

K. Repair or replacement and/or any loss caused by, or related to, any mechanical or vehicle alteration and/or modification made by **You** or with **Your** knowledge not recommended by the manufacturer of **Your Vehicle**. This would include, but is not limited to, the installation of any high performance equipment, lift/lowering kits, incorrect tires/wheels or removal of any emission devices.

EXCLUSIONS – Item **M**. is amended to delete any reference to sludge.

EXCLUSIONS – Item **N**. is amended as follows:

The exclusion for “pool cars” does not apply to “share-the-expense” car pools.

EXCLUSIONS – Item **T**. is deleted and replaced as follows:

T. No benefit is provided for a condition which existed prior to the **Contract** purchase date or which existed prior to the expiration of the manufacturer's warranty and was known to **You** or should have been reasonably known to **You**.

IDAHO

Notice – **Coverage** afforded under this **Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS

CANCELLATION PROVISION – Item **D**. – is amended as follows:

The administrative fee will be the lesser of ten percent (10%) of the **Contract** price or fifty dollars (\$50).

EXCLUSIONS – Item **R**. is amended to read:

R. Any repair or replacement of any covered part if a **Breakdown** has not occurred. A gradual reduction in operating performance due to wear and tear does not constitute a **Breakdown**. **Coverage** will be afforded for wear and tear that exceeds the manufacturer's tolerances and specifications.

CONTRACT PROVISIONS – Item **F**. LIMITS OF LIABILITY – Item **2**. Aggregate is amended to read as follows:

2. Aggregate – The total of all claims and benefits paid or payable while this **Contract** is in force shall not exceed the Actual Cash Value for **Your Vehicle** (excluding tax, title and license fees).

INDIANA

Your proof of payment to **Us** for this **Contract** shall be considered proof of payment to the Insurance Company which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Contract**.

IOWA

CONTRACT PROVISIONS – Item **C**. – COVERED PARTS AND LABOR is amended to include the following: Used parts will not be used to replace covered parts without prior authorization from **You**. Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Iowa Insurance Division.

CANCELLATION PROVISION – Item **D**. – is amended to include the following:

If a refund is not paid by **Us** within thirty (30) days, a ten percent (10%) penalty per month will be added to the refund.

NOTE: If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the **Registration Page** for the **Administrator's** address and toll free telephone number. Iowa residents may also contact the Iowa Insurance Commissioner at: Iowa Insurance Department, 330 Maple Street, Des Moines, Iowa 50319.

KANSAS

CANCELLATION PROVISION – Item **B**. – is amended to include the following:

No **Contract** that has been in effect for ninety (90) days or more may be cancelled except for one of the following reasons:

1. Nonpayment of **Contract** purchase price;
2. The **Contract** was issued because of a material misrepresentation;
3. The **Contract** holder violated any of the material terms and conditions of the **Contract**.

SCHEDULE OF COVERAGE – ANCILLARY BENEFITS – is amended as follows:

Roadside Assistance benefits are not available in Kansas.

KENTUCKY

SCHEDULE OF COVERAGE – ANCILLARY BENEFITS – is amended as follows:

Benefits for Towing and Car Rental, are not available in Kentucky unless the benefit is directly related to a loss resulting from defects in material or workmanship. Benefits for Roadside Assistance are not available in Kentucky.

LOUISIANA

CANCELLATION PROVISION – Item **D.** – is amended to include the following:

Your signature on the **Registration Page** attached to and forming a part of this **Contract** means that **You** have been informed of and agree to the method of refund and administrative fee charged should **You** request cancellation. In calculating a cancellation refund, no deduction will be made for any claim that has been paid under this **Contract**.

MASSACHUSETTS

NOTICE: Purchase of this **Contract** is not required in order to register or finance a vehicle. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. The seller of this **Coverage** is required to inform **You** of any warranties available to **You** without this **Contract**.

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 40,000 miles at the time of sale

Provides coverage for 90 days or 3,750 miles, whichever occurs first.

Used vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale

Provides coverage for 60 days or 2,500 miles, whichever occurs first.

Used vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale

Provides coverage for 30 days or 1,250 miles, whichever occurs first.

The vehicle **You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the DEFINITIONS, **Coverage** and EXCLUSIONS stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

TRANSFER PROVISION – Item **B.** – is amended to remove the transfer fee.

CANCELLATION PROVISION – Item **D.** – is amended to remove the administrative fee.

EXCLUSIONS – Item **F.** is deleted and replaced as follows:

F. Damage to a non-covered part by a covered part's failure is not covered. **Consequential Damage** to a non-covered part by a covered part is not covered.

EXCLUSIONS – Item **M.** (last sentence) is deleted and replaced as follows:

M. Any loss caused by the lack of necessary and proper amounts or types of filters, lubricants or coolants is not covered, unless caused by failure of a covered part.

MICHIGAN

NOTICE: If the performance of this **Contract** is interrupted because of a strike or work stoppage at **Our** place of business, the effective period of this **Contract** shall be extended for the period of the strike or work stoppage.

MINNESOTA

DEFINITIONS – The definition of **Breakdown** is deleted and replaced with the following:

Breakdown – means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition.

DEFINITIONS – The definition of "**Pre-existing**" is not applicable to Minnesota residents.

CANCELLATION PROVISION – Item **B.** – is deleted and replaced by:

B. **We** may cancel this agreement only for: (1) nonpayment of the **Contract** price; (2) intentional misrepresentation in the submission of a claim; (3) conviction for a crime which results in an increase in the service required under this **Contract**; or (4) for discovery of an act or omission by **You** or a violation of any of the conditions of this **Contract** which occur after the effective date of this **Contract** and which substantially and materially increases the service required under this **Contract**. For reasons other than nonpayment of the **Contract** price, **We** may cancel this **Contract** by mailing written notice to **You** at **Your** last known address at least sixty (60) days prior to the effective date of cancellation. **We** will include the effective date of the cancellation and the reason for the cancellation in the notice. For nonpayment of the **Contract** price, **We** may cancel this **Contract** by mailing a cancellation notice to **You** at **Your** last address at least ten (10) days prior to the effective date of cancellation.

EXCLUSIONS – Item **H.** is modified to delete the words rust and corrosion.

EXCLUSIONS – Item **J.** is deleted and replaced as follows:

J. Any loss if, during the time the **Contract** holder has owned the vehicle, the odometer has been broken, disconnected, or altered or in any way does not represent the vehicle's true and correct mileage. It is against federal law to alter the odometer.

EXCLUSIONS – Items **F.**, **L.**, **Q.**, and **T.** are deleted in their entirety.

EXCLUSIONS – Item **V.** is added as follows:

V. This **Contract** does not provide **Coverage** when the responsibility for repair is covered by the warranty provided by the dealer. The dealer is required by Minnesota Statute 325F.662 to provide an express dealer warranty for used vehicles with less than seventy-five thousand (75,000) miles at the time of sale. The required dealer warranty covers vehicles with less than thirty-six thousand (36,000) miles for sixty (60) days or two thousand five hundred (2,500) miles, whichever comes first. The required dealer warranty covers vehicles with less than seventy-five thousand (75,000) miles, but more than thirty-six thousand (36,000) miles, for thirty (30) days or one thousand (1,000) miles, whichever comes first. Some limitations and exclusions apply. This **Contract** merely contains a general summary of the required dealer warranty. For details, **You** should refer to Minnesota Statute 325F.662.

MISSOURI

CANCELLATION PROVISION – Item **A.** – is amended to include the following:

We will acknowledge **Your** request for cancellation in writing within fifteen (15) days of receipt.

CANCELLATION PROVISION – Item **D.** – is amended to include the following:

If a refund is not paid by **Us** within thirty (30) days, a ten percent (10%) penalty per month will be added to the refund.

MONTANA

CANCELLATION PROVISION – Item **B.** – is amended to add the following:
Notice of such cancellation will be delivered to **You** at **Your** last known address at least five (5) days prior to cancellation. The notice of cancellation will state the effective date of the cancellation and the reason for cancellation. If cancellation is due to nonpayment of the **Contract** price, a material misrepresentation by **You** to **Us** relating to **Your Vehicle** or its use, such notice will not be required.

NEBRASKA

CANCELLATION PROVISION – Item **B.** – is amended to include the following:
We will not cancel this **Contract** for misrepresentations unless the misrepresentation is material, made knowingly with intent to deceive, relied and acted upon by **Us**, and actually deceived **Us**.

NEVADA

CANCELLATION PROVISION – Item **B.** – is amended to include the following:
If **We** cancel this **Contract** for any reason, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files. The cancellation will become effective fifteen (15) days after the notice of cancellation is mailed to **You**. After this **Contract** has been in effect for seventy (70) days, **We** will not cancel this **Contract** before the expiration of the term of this **Contract** or one (1) year after the effective date of this **Contract**, whichever occurs first, except for the following reasons:

1. Failure by **You** to pay an amount when due;
2. **Your** conviction for a crime which results in an increase in the service required under this **Contract**;
3. Discovery of fraud or material misrepresentation by **You** in obtaining this **Contract** or in presenting a claim under this **Contract**;
4. Discovery of an act or omission by **You**; or a violation by **You** of any condition of this **Contract**, which occurred after the effective date of this **Contract** and which substantially and materially increases the service required under this **Contract**; or
5. A material change in the nature or extent of the required service or repair which occurs after the effective date of this **Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Contract** was issued or sold.

CANCELLATION PROVISION – Item **D.** – is amended to include the following:
The administrative fee does not apply unless cancellation is requested by **You**. If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.
Note: This **Contract** is non-renewable.

NEW HAMPSHIRE

In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301. Phone (603) 271-2261.

NEW YORK

CONTRACT PROVISIONS, Item **E**, TERRITORY is amended to read:
E. This **Contract** only applies to breakdowns that occur and repairs made within the United States, its territories or possessions, and Canada.
CANCELLATION PROVISION – Item **B.** – is amended to include the following:
If **We** cancel this **Contract** for any reason, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation. Cancellation will be effective as of the date stated in the notice of cancellation. Written notice is not required, however, if:

1. **You** fail to pay for the **Contract**;
2. **We** discover that fraud was committed or there was a material misrepresentation by **You** in obtaining the **Contract**, or in presenting a claim for payment;
3. **We** discover a substantial breach by **You** of **Your** duties under the **Contract** relating to the **Vehicle** or its use.

CANCELLATION PROVISION, Item **D.** – is amended to include the following:
If a refund is not paid by **Us** within thirty (30) days, a ten percent (10%) penalty per month will be added to the refund.

NORTH CAROLINA

CANCELLATION PROVISION – Item **D.** – is amended as follows:
The administrative fee for cancellation will be the lesser of ten percent (10%) of the pro-rata refund or fifty dollars (\$50).

OHIO

Notice for Ohio Residents: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA

DISCLOSURE STATEMENT: This **Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Contract** will not be honored by such manufacturer or wholesale company.

CANCELLATION PROVISION – Item **D.** – is deleted and replaced with the following:
D. If **You** cancel this **Contract** within the first thirty (30) days, **We** will refund the entire **Contract** charge paid. If **You** cancel this **Contract** after the first thirty (30) days, **We** will calculate a pro-rata refund based on the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** and will refund ninety (90%) of the unearned pro-rata premium. If **We** cancel the **Contract**, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. No administrative fee will apply in Oklahoma.
Note: Pursuant to 36 O.S. 6602, Oklahoma does not review commercial service warranty contract language.

RHODE ISLAND

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:
Used vehicles with 36,000 miles or less at the time of sale
Provides **Coverage** for 60 days or 3,000 miles, whichever occurs first.
Used vehicles with more than 36,000 miles but less than 100,000 miles at the time of sale
Provides **Coverage** for 30 days or 1,000 miles, whichever occurs first.

The vehicle **You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverage** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

SOUTH CAROLINA

Please direct any questions or complaints **You** may have relating to this **Contract** to **Us**. **You** may, at any time during **Your** discussions with **Us**, contact the South Carolina Department of Insurance directly at 800-768-3467 for assistance or by mail at P.O. Box 100105, Columbia, SC 29202-3105.

CANCELLATION PROVISION – Item **B**. – is amended to include the following:

Notice of such cancellation will be mailed to **You** at **Your** last known address as set forth in **Our** records at least fifteen (15) days prior to **Our** cancellation of the **Contract**. The notice will state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for is non-payment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use.

CANCELLATION PROVISION – Item **D**. – is amended to include the following:

If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

TEXAS

Unresolved complaints may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 800-803-9202.

CANCELLATION PROVISION – Item **B**. – is amended to include the following:

If **We** cancel this **Contract** for any reason other than non-payment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to the effective date of cancellation.

CANCELLATION PROVISION – Item **D**. – is amended to include the following:

If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

UTAH

Note: Coverage afforded under this **Contract** is not guaranteed by the Property and Casualty Guaranty Association.

Terms of Payment: The cost of this **Contract** can either be paid in full or financed.

CANCELLATION PROVISION – Item **B**. – is deleted and replaced with the following:

B. We may cancel this **Contract** within the first sixty (60) days for any reason. If this **Contract** has been in effect for more than sixty (60) days, **We** may cancel only for one or more of the following reasons:

1. nonpayment of the **Contract** charge,
2. material misrepresentation,
3. a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering into this **Contract**, or
4. substantial breaches of contractual duties, conditions or warranties under this **Contract**.

Notice of cancellation for nonpayment of the **Contract** charge will be in writing and given at least ten (10) days prior to cancellation.

Notice of cancellation for any other reason will be in writing and given at least thirty (30) days prior to cancellation. Any cancellation notice will state the reason for cancellation and will be delivered or mailed by first class mail.

HOW TO FILE A CLAIM, Item **B – 2**. Emergency Repairs – is amended to include the following: Failure to report the emergency repair within five (5) days will not invalidate **Your** claim if **You** can show that it was not reasonably possible to report the claim within that time period, and that the claim was reported to the **Administrator** as soon as reasonably possible.

WISCONSIN

THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The **Administrator**, Minnehoma Automobile Association, Inc. assumes the contractual obligations of the selling dealer.

CANCELLATION PROVISION – is amended by adding the following:

If **You** cancel this **Contract**, claims will not be considered when calculating any refund due.

HOW TO FILE A CLAIM – is modified by the following:

Prior to any repair being made, instruct the Service Manager at the Licensed Repair Facility to contact the **Administrator** to obtain an authorization for the claim. Failure to obtain authorization prior to having repairs made may jeopardize **Coverage** under this **Contract**. In the event of emergency repairs and **You** are unable to obtain prior authorization, the burden is on **You** to retain replaced parts and prove that authorization could not be obtained and that the repair is covered under this **Contract**. For such emergency repairs, **Your** claim will not be denied solely for lack of prior authorization.

The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of this **Contract**. Any additional amount must receive prior approval. Once authorization is obtained, and the repair is completed, all repair invoices and documentation must be submitted to the **Administrator** as soon as reasonably possible.

WYOMING

CANCELLATION PROVISION – Item **B**. – is amended to include the following:

If **We** cancel this **Contract** for any reason other than nonpayment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least ten (10) days prior to cancellation.

CANCELLATION PROVISION – Item **C**. is deleted in its entirety.

CANCELLATION PROVISION – Item **D**. – is amended to include the following:

If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

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ADMINISTRATION / CLAIMS
[P.O. BOX 35008]
[TULSA, OK 74153-0008]
[800-331-3780]

HOW THIS CONTRACT PROTECTS YOU

We, in return for payment of the applicable charge, agree to repair, replace, or arrange for the payment of the cost to repair or replace the covered parts of **Your Vehicle** when due to a **Breakdown** during the term of this **Contract**. **Replacement of any part may be made with like kind and quality, serviceable used or remanufactured parts.**

IMPORTANT INFORMATION

NOTE: This is a Service **Contract** not an insurance policy.

Our obligations under this **Contract** are fully insured by a Service **Contract** Reimbursement Insurance Policy issued by Old Republic Insurance Company (Tulsa Branch Office), [8282 South Memorial Drive, Tulsa, Oklahoma 74133]. If **You** have not received either payment of a claim or a refund for the cancellation of **Your Contract** within sixty (60) days after proof of loss has been filed and approved by the **Administrator**, or **Your** request for cancellation has been submitted to and accepted by the **Administrator**, **You** may make a direct claim against Old Republic Insurance Company (Tulsa Branch Office) at the address shown or call toll free [800-331-3780].

Please refer to State-Specific Amendments for additional information and/or amendments to certain Contract provisions.

DEFINITIONS

The following definitions apply to words frequently used in this **Contract** and appear in **Bold Faced Type**:

You, Your – Means the **Contract** holder shown on the **Registration Page** or the person to whom this **Contract** was properly transferred.

We, Us, Our – Means the **Obligor** and **Administrator** of this **Contract** as stated below and on the **Registration Page** attached to this **Contract**.

DEFINITIONS (CONT'D)

Administrator and Obligor – Means the following:

In most States: Old Republic Insured Automotive Services, Inc. (CA LIC 0C79822); In GA, NY, WY: ORIAS Warranty Services; In TX, OR: ORIAS Warranty Services, Inc.; In AZ, FL, LA, OK, NM, WI: Minnehoma Automobile Association, Inc. (FL LIC 60033). **The address and phone number for all administrative companies:** [P.O. Box 35008, Tulsa, OK 74153-0008. 800-331-3780]. (Note: **In [DC, ME],** the **Obligor** is the selling dealer and the **Administrator** is Old Republic Insured Automotive Services, Inc.)

Contract – Means this Vehicle Service **Contract** which **You** have purchased from **Us** to protect **Your Vehicle**.

Registration Page – Means the numbered document which must be attached to and forms a part of this **Contract**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information.

Schedule Of Coverage – Lists the **Coverage** provided to **You** for **Your Vehicle** under this **Contract**.

Coverage – Means the protection **You** have selected, as listed in the **Schedule Of Coverage** Section.

Your Vehicle – Means the vehicle which is described on the **Registration Page**.

Deductible – Means the amount **You** are required to pay, as shown on the **Registration Page**, for covered **Breakdowns**.

Breakdown – Means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

Consequential Damage – Means an event or damage that occurs separately as a consequence or result of the failure of any part, such as, loss of time or use, inconvenience, commercial loss, personal injury or property damage.

Pre-existing – Means a condition that within all reasonable mechanical probability relates to the mechanical fitness of **Your Vehicle** prior to the **Contract** purchase date. (Not applicable in Arizona.)

Term / Contract Period – Means the length of time and miles covered by this **Contract**, as shown on the **Registration Page**.

YOUR RESPONSIBILITIES

- A. **Verify Registration Page** – The Registration Page must be attached to the front inside cover of this booklet or otherwise affixed to this Contract to complete and validate this Contract.
- B. **Note Your Contract Number** – Please see the box containing Your Contract Number on the Registration Page. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.
- C. **Check the Coverage, Term, Deductible, and Surcharges (if applicable)** shown on Your Registration Page for accuracy.
 - 1) **Coverage** – Compare the Coverage shown on the Registration Page with the corresponding Coverage listed in the Schedule of Coverage.
 - 2) **Term** – Verify the Term is correct.
 - 3) **Surcharges** – Check the box labeled Surcharges. Any surcharge applicable to Your Vehicle must be indicated on the Registration Page and the surcharge paid to receive Coverage.

If any of the information contained on Your Registration Page is missing or is inaccurate, contact the seller of this Contract immediately to avoid a possible delay should a claim arise.

- D. **Maintain Your Vehicle** – In order for You to receive benefits under the terms of this Contract, You are required to maintain Your Vehicle according to the manufacturer's recommended service schedule, as shown in Your Vehicle's owner's manual. The manufacturer's recommended service schedule for Your Vehicle will be considered the maximum allowable interval between the maintenance services required by this Contract. If there is no written maintenance schedule for oil changes for Your Vehicle, the maximum allowable interval between oil changes must not exceed 7,500 miles. All maintenance on Your Vehicle must be performed by a licensed repair

YOUR RESPONSIBILITIES (CONT'D)

facility. You must keep verifiable repair facility receipts and work orders indicating the date, mileage and service performed. Failure to have the required maintenance performed and/or failure to provide verifiable receipts when requested will result in denial of Coverage. It is Your responsibility to have non-covered repairs or maintenance performed at the time it is recommended.

Should any payment be made by virtue of this Contract for any repair or replacement for which the manufacturer or distributor now or subsequently provides remuneration or recovery, then the Contract holder assigns to the Administrator all rights to such remuneration or recovery not to exceed the amount of the benefit(s) provided under this Contract.

CONTRACT PROVISIONS

This CONTRACT is between US and YOU, and is subject to all the terms and conditions contained herein.

A. CONTRACT PERIOD

Coverage under this **Contract** begins on the **Contract** purchase date and will expire according to the time and/or mileage of the term/miles selected, whichever occurs first, as shown on the **Registration Page**.

B. COVERAGE

The **Coverage** afforded **You** for **Your Vehicle** is fully described in this **Contract**. Please see **Schedule of Coverage** section.

CONTRACT PROVISIONS (CONT'D)

C. COVERED PARTS AND LABOR

We will pay or reimburse **You** for reasonable costs to repair or replace any **Breakdown** of a part listed in the **Schedule of Coverage**. Replacement parts may be new, remanufactured, or of like kind and quality. Labor cost for authorized repairs will be determined by a current nationally published flat rate manual approved by the **Administrator**.

D. DEDUCTIBLE

In the event of a **Breakdown** covered by this **Contract**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to Ancillary Benefits as provided by this **Contract**. If **You** have a **Deductible**, as shown on the **Registration Page**, the **Deductible** amount will be applied on a per repair visit basis.

E. TERRITORY

This **Contract** applies only to **Breakdowns** that occur and repairs made within the United States of America and Canada.

F. LIMITS OF LIABILITY

- 1) Per Repair Visit – **Our** liability for any one (1) repair visit shall in no event exceed the current market value of **Your Vehicle** at the time of said repair visit, as listed in the NADA Used Car Guide.
- 2) Aggregate – The total of all claims and benefits paid or payable while this **Contract** is in force shall not exceed the price **You** paid for **Your Vehicle** (excluding tax, title and license fees).

G. OUR RIGHT TO RECOVER PAYMENT

If **You** have a right to recover against another party for anything **We** have paid under this **Contract**, **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

TRANSFER PROVISION

Your Contract may be transferred to someone to whom **You** sell or otherwise transfer ownership of **Your Vehicle** while this **Contract** is still in force. This **Contract** cannot be transferred if the title transfer of **Your Vehicle** passes through an entity other than the subsequent buyer, or **Your Vehicle** is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This **Contract** can only be transferred once and the transfer must be initiated by the original **Contract** Holder.

To transfer this **Contract**, the following must be submitted to the **Administrator** within fifteen (15) days of the change of ownership to a subsequent individual purchaser:

- A. A completed transfer form indicating the name and address of new owner, date of sale to new owner, current mileage;
- B. Seventy dollar (\$75) transfer fee made payable to the **Administrator**.

Any remaining manufacturer's warranty must also be transferred at the same time as vehicle ownership transfer. Copies of all maintenance records showing actual oil changes and manufacturer's maintenance must be given to the new owner. These maintenance records must be retained along with similar documentation for future maintenance work which the new owner has performed in accordance with the Maintenance Requirements of this **Contract**. If necessary, these documents will be verified by the **Administrator**.

CANCELLATION PROVISION

Please check the State-Specific Amendments section for different rights regarding cancellation.

- A. The original **Contract** holder may cancel this **Contract** by contacting the seller of this **Contract** and completing a cancellation request form. The seller will submit the cancellation request to the **Administrator** for processing. The cancellation refund will be mailed to the seller for payment to **You**. In the event **You** are unable to return to the seller of this **Contract**, **You** may forward a signed letter requesting cancellation to the **Administrator**. Include a notarized statement indicating the current mileage (odometer reading) of the vehicle at the time the cancellation is to be effective. **You** will receive **Your** cancellation refund from the seller.

CANCELLATION PROVISION (CONT'D)

- B. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for misrepresentation in the submission of a claim. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer, or **Your Vehicle** is found to be used as a **Commercial** vehicle.
 - C. If **Your Vehicle** and this **Contract** have been financed, the lienholder shown on the **Registration Page** may cancel this **Contract** for non-payment or if **Your Vehicle** is declared a total loss or is repossessed.
 - D. If this **Contract** is cancelled within the first thirty (30) days from the date shown on the **Registration Page**, and no claims have been filed, **We** will refund the entire **Contract** charge paid. If a claim has been made against **Your Contract**, or if the **Contract** has been in effect more than thirty (30) days, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date coverage begins, less a fifty dollar (\$50) administrative fee unless otherwise stated in the State-Specific Amendments section. **You** will receive **Your** cancellation refund from the seller.
- Note:** In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. The lienholder will be named as the sole payee on a cancellation refund if **Your Vehicle** has been repossessed.

HOW TO FILE A CLAIM

- A. If **Your Vehicle** incurs a **Breakdown**, **You** must take the following steps to file a claim:
 - 1. **You** must use all reasonable means to protect **Your Vehicle** from further damage. Example: activated warning lights indicate that **You** should stop operating **Your Vehicle** immediately.
 - 2. **You** must authorize a licensed repair facility to perform any diagnosis or teardown necessary to determine the cause of failure and repair cost. **You** are responsible for all incurred expenses if it is determined that the failure or repair is not covered by this **Contract**.

HOW TO FILE A CLAIM (CONT'D)

3. **You** must ensure that the repair facility contacts the **Administrator** at [800-331-3780] when the cause of failure and repair cost are determined. The **Administrator** reserves the right to inspect **Your Vehicle** before repairs are performed.
 4. Depending on the particular failure, maintenance records may be requested from **You** before the **Administrator** will authorize the claim.
 5. Do not authorize repairs until the **Administrator** verifies that the **Breakdown** is covered by this **Contract** and issues an approval number to the repair facility or **Your** claim will be denied. (Exception – see Emergency Repairs.)
 6. It is **Your** responsibility to pay any expenses that are not covered by this **Contract**, including the **Deductible**.
- B. EMERGENCY REPAIRS:** If **You** have a **Breakdown** that renders **Your Vehicle** inoperable or unsafe to operate outside **Our** normal business hours (8 am to 7 pm Central Time, Monday – Friday, and 8 am to 4 pm Central Time, on Saturday) and when a minor repair, not to exceed a cost of five hundred dollars (\$500), can be performed that will return **Your Vehicle** to operation, **You** may, at **Your** own discretion, authorize the necessary emergency repairs, subject to the following conditions:
1. Emergency repairs can only be performed on **Your Vehicle** when **You** cannot obtain approval from the **Administrator** because the **Breakdown** occurred outside **Our** normal business hours.
 2. **You** must report the claim directly to the **Administrator** within five (5) days from the date the **Breakdown** occurred by calling the toll-free claims number [800-331-3780]. Mail-in claims for emergency repairs will not be accepted. Note: If the **Administrator** re-opens before repairs to **Your Vehicle** are completed, **You** must immediately contact the **Administrator** for instructions before continuing with the repairs.
 3. Repairs must be performed by a licensed repair facility, and not exceed a cost of five hundred dollars (\$500).
 4. **You** must provide the **Administrator** with a paid receipt.
 5. **You** must save all parts that were replaced and provide them to the **Administrator**, if requested.
- Failure to comply with the above procedures will result in a denial of Coverage.**

SCHEDULE OF COVERAGE

[LEVEL I] COVERAGE

If **You** purchased the [Level I] Coverage Plan as shown on the **Registration Page**, covered parts are:

1. **Engine:** All internal parts; timing gears, timing chain(s) or belt(s); timing chain/belt tensioner(s); water pump; oil pump; fuel delivery pump; diesel engine vacuum pump; intake manifold(s); exhaust manifold(s); flywheel; flexplate; ring gear; harmonic balancer; engine mount(s); supercharger housing and internal parts. The following components are covered only if damaged by the failure of an internal part: engine block; cylinder heads; cylinder barrels; rotor housing; oil pan; valve cover(s); timing chain or belt cover.
2. **Transmission & Transfer Case:** All internal parts; torque converter; vacuum modulator; auxiliary cooler and its metal lines; overdrive units; transmission mount(s). The following components are covered only if damaged by the failure of an internal part: transmission case; transaxle case; transfer case.
3. **Front & Rear Wheel Drive:** Axle shafts and bearings; universal joints; constant velocity joints (except any damage to the constant velocity joint due to the failure of the sealing boot is not covered); tripod joints; stud axles; drive shaft and yokes. The following components are covered only if damaged by the failure of an internal part: final drive axle and axle housing(s) and all internal parts.
4. **Electrical:** Alternator and pulley; voltage regulator; starter motor; solenoid and drive.
5. **Air Conditioning:** Compressor, clutch, coil and pulley; condenser; evaporator; accumulator; dryer. The expansion valve, orifice tube and POA valve are covered if required as a result of a Mechanical Breakdown.
6. **Seals and Gaskets:** Seals and gaskets coverage is provided with the [Level I] Coverage Plan for all parts listed in the above named component groups if **Your Vehicle** had less than 80,000 miles, as indicated on the odometer at the time of **Contract** purchase.

Any part not listed above is not covered by the [Level I] Coverage Plan.

[LEVEL II] COVERAGE

If **You** purchased the [Level II] Coverage Plan as shown on the application, covered parts are:

1. **Engine:** All internal parts; timing gears, timing chain(s) or belt(s); timing chain/belt tensioner(s); water pump; oil pump; fuel delivery pump; diesel engine vacuum pump; intake manifold(s); exhaust manifold(s); flywheel; flexplate; ring gear; harmonic balancer; engine mount(s); supercharger housing and internal parts. The following components are covered only if damaged by the failure of an internal part: engine block; cylinder heads; cylinder barrels; rotor housing; oil pan; valve cover(s); timing chain or belt cover.
2. **Transmission & Transfer Case:** All internal parts; torque converter; vacuum modulator; auxiliary cooler and its metal lines; overdrive units; transmission mount(s). The following components are covered only if damaged by the failure of an internal part: transmission case; transaxle case; transfer case.
3. **Front & Rear Wheel Drive:** All internal parts; axle shafts and bearings; universal joints; constant velocity joints (except any damage to the constant velocity joint due to the failure of a sealing boot is not covered), tripod joints, stub axles; drive shaft and yokes. The following components are covered only if damaged by the failure of an internal part: final drive axle and axle housing(s).
4. **Electrical:** Alternator and pulley; voltage regulator; starter motor; solenoid and drive; heater blower motor(s); wiper motor(s); neutral safety switch; ignition switch; turn signal switch; brake light switch; horn; horn relay; engine wiring harness; IAC motor; manually operated switches; transmission shift control processor; air conditioning/heater control head; power window motor and regulator; power seat motor.
5. **Air Conditioning:** Compressor, clutch, coil and pulley; condenser; evaporator; accumulator; dryer. The expansion valve, orifice tube and POA valve are covered if required as a result of a Mechanical Breakdown.
6. **Front & Rear Suspension:** Upper and lower control arms and their shafts and bushings; ball joints; spindles; stabilizer bar, track bars and their bushings and links; torsion bars; hub bearings; wheel bearings.

[LEVEL II] COVERAGE (CONT'D)

7. Steering: Steering gear housing and internal parts; rack & pinion housing and internal parts; rack & pinion mounting bushings; power steering pump; steering column shaft, coupling and bearings; pitman arm; idler arm; tie rod ends; drag link.
8. Braking System: Master cylinder; vacuum/hydraulic assist booster; wheel cylinders; disc brake caliper; proportioning valve; metal hydraulic lines and fittings; parking brake linkage, cables and backing plates. The following components are covered until **Your Vehicle** reaches 100,000 miles, as indicated on the odometer: ABS Control Unit; wheel sensors; pump motor; accumulator; actuator.
9. Fuel System: Fuel injector(s); fuel pump; fuel pressure regulator; fuel level sending unit; vacuum pump; metal fuel lines and fittings.
10. Cooling System: Electric fan motor; fan; viscous clutch drive.
11. Chassis Hardware: Hood latch and cable; door/hood/trunk/hatch hinges; glove box/console lock and latch; ignition lock and tumbler; manual window regulators.
12. Seals and Gaskets: Seals and gaskets coverage is provided with the [Level II] Coverage Plan for all parts listed in the above named component groups if **Your Vehicle** had less than 80,000 miles, as indicated on the odometer at the time of **Contract** purchase.

**Any part not listed above is not covered by the
[Level II] Coverage Plan.**

[LEVEL III] COVERAGE

If **You** purchased the [Level III] Coverage Plan as shown on the application, this **Contract** covers all original equipment factory installed mechanical and electrical parts and assemblies of **Your Vehicle** for Mechanical **Breakdown**, less any applicable **Deductible**, EXCEPT for the parts and services listed under “Exclusions.”

ANCILLARY BENEFITS (ALL PLANS)

No Deductible applies to the following benefits:

TOWING: In the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted towing expenses up to seventy-five dollars (\$75) per occurrence. Any payment shall be for actual towing charges in excess of any applicable reimbursement from the manufacturer or any other towing coverage.

CAR RENTAL: If **Your Vehicle** incurs a covered **Breakdown**, **You** may also be eligible to receive reimbursement for a portion of **Your** car rental costs. The amount **We** will repay **You** depends upon the total authorized cost of covered repairs for each repair visit. The maximum **We** will pay is shown in the table below:

Repair Cost	\$200 - \$500	\$501 - \$1,000	\$1,001 - \$1,500	\$1,501 - \$2,000	\$2,001+
Reimbursement	\$ 50	\$ 100	\$ 150	\$ 200	\$ 250

We do not cover time spent waiting for parts, or any other delays beyond **Our** control. Before **We** can repay **You**, **You** must give **Us** valid receipts from an authorized rental car agency or the dealer.

ANCILLARY BENEFITS (ALL PLANS) (CONT'D)

ROADSIDE ASSISTANCE: We will reimburse **You** for Roadside Assistance, subject to a fifty dollar (\$50) per occurrence limitation, for the following emergency services for **Your Vehicle**:

- Lock-Out Assistance
- Fuel Delivery Services
- Flat Tire Assistance
- Battery Service

For reimbursement for Roadside Assistance benefits, submit **Your** paid receipt and the details of the service(s) performed on **Your Vehicle** to the **Administrator**.

CONTRACT SURCHARGES

Any surcharge applicable to **Your Vehicle** must be selected on the **Registration Page** to receive **Coverage**. If surcharges are not paid, **Coverage** will be denied.

1. **Diesel, Turbo, One Ton, and 4WD/AWD** or any combination (mandatory surcharges).
2. **Seals and Gaskets Coverage:** If the **Contract Registration Page** shows that **You** purchased the Seals and Gaskets option with **Your** [Level I] or [Level II] Coverage Plan, **You** are covered for the following: Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids.

EXCLUSIONS

This Contract does not cover the following parts, services, conditions or events:

- A. Any item covered by Your Vehicle manufacturer's original factory warranty, and any component or equipment not installed by the manufacturer.

EXCLUSIONS (CONT'D)

- B. Any loss to the vehicle frame and chassis, exhaust system including the catalytic converter, transmission cooler lines and hoses, manual clutch release bearing, clutch pilot bushing or bearing, clutch disc and pressure plate, shock absorbers or McPherson struts, wheels, wheel studs, convertible top and straps, window and door handles, and cellular phones. All fasteners, including, but not limited to: bolts, studs, nuts, pins, clips and retainers (except when required in conjunction with a covered repair).**
- C. Normal maintenance items or parts normally designed to be serviced or replaced periodically during the life of Your Vehicle, such as, but not limited to: oil, coolant, fluids, lubricants, refrigerants, filters, (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, sealed beams, lenses, fuses, wiper blades and arms, battery and battery cable, drive belts, coolant and vacuum hoses, brake rotors, brake drums, brake pads and linings.**
- D. Adjustments and cleaning, alignments and wheel balancing, freight charges, environmental disposal fees, storage charges, and shop supplies.**
- E. Any repair or replacement of a covered part that has not been authorized by the Administrator prior to the repair being performed except as outlined under Emergency Repairs in the section entitled How To File A Claim.**
- F. Any loss caused by the failure of any other part of Your Vehicle that is not included for coverage in this Contract, regardless if the resulting damage is to a covered part.**
- G. Liability for damage to property or injury to or death of any person arising from the operation, maintenance or use of Your Vehicle, whether or not related to the parts covered by the Contract.**

EXCLUSIONS (CONT'D)

- H. Any loss caused by collision or upset, breakage of glass, missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, lightning, contamination, rust, corrosion, freezing, smoke, acts of God or any cause whatsoever except as provided in the Contract.**
- I. Any loss that should be covered by a manufacturer's warranty, repairer's guarantee, or any recall issued by a manufacturer which addresses the Contract holder's complaint. Components or parts covered by any other warranty are not covered by this Contract until expiration of the manufacturer, supplier, or other warranty. Any loss from an improper previous repair is not covered. The Contract does not guarantee the performance of any repair facility or technician.**
- J. Any loss if the odometer has been broken, disconnected or altered, or in any way does not reflect Your Vehicle's true and correct mileage. Note: It is a federal offense to alter Your Vehicle's odometer.**
- K. Repair or replacement and/or any loss caused by, or related to, any mechanical or vehicle alteration and/or modification not recommended by the manufacturer of Your Vehicle. This would include, but is not limited to, the installation of any high performance equipment, lift / lowering kits, incorrect tires / wheels or removal of any emission devices.**
- L. Incidental or Consequential Damages such as loss of use of Your Vehicle, inconvenience or commercial loss.**
- M. Any loss resulting from the failure to have the recommended maintenance services performed for Your Vehicle. Any loss due to contaminated fuel, lubricants, coolant, or damage caused by a build up of carbon or sludge, restricted oil passages or contamination. Any loss caused by the lack of necessary and proper amounts or types of filters, lubricants or coolant. Damage caused by overheating or freezing, regardless of the cause.**

EXCLUSIONS (CONT'D)

- N. Any loss to Your Vehicle if used for competitive driving, racing, off-road use, hire to the public, rental, pool cars, or if Your Vehicle is equipped for or used as a snow plow or emergency vehicle. Vehicles used commercially for any purpose other than those defined under Commercial Use are not covered.**
- O. Any loss to Your Vehicle if used for towing a trailer or another vehicle or object unless properly equipped beforehand for this purpose as recommended by the manufacturer.**
- P. Any loss due to neglect, abuse or misuse of Your Vehicle, or failure to protect Your Vehicle from further damage.**
- Q. Any loss to a Gray Market or vehicle that does not have a valid manufacturer VIN. Any loss to a vehicle that has ever been declared or title branded as salvage, junk, rebuilt, totaled, or flood damaged.**
- R. Repair or replacement of any part will not be covered unless an actual Breakdown has occurred. A reduction in performance of any part, including engine valves and rings, is not covered if the part is operating within the original manufacturer's specifications for Your Vehicle.**
- S. Any repair or replacement of a covered part which has not failed but which a repair facility recommends or requires be repaired or replaced. Any cost to modify, convert or retrofit original equipment, or any parts that have been updated by the manufacturer for the sole purpose of betterment is not covered.**
- T. No benefit is provided for a condition which existed prior to the Contract purchase date or which existed prior to the expiration of the manufacturer's warranty.**
- U. Any loss to Global Positioning Systems (GPS) and video components.**

STATE-SPECIFIC AMENDMENTS

ALABAMA

CANCELLATION PROVISION – Item **B.** – is amended to add the following:

Notice of such cancellation will be delivered to **You** at **Your** last known address at least five (5) days prior to cancellation. The notice of cancellation will state the effective date of the cancellation and the reason for cancellation. If cancellation is due to nonpayment of the **Contract** price or a material misrepresentation by **You** to **Us** relating to **Your Vehicle** or its use, such notice will not be required.

CANCELLATION PROVISION – Item **D.** – is amended to include the following:

The administrative fee in Alabama will not exceed twenty-five dollars (\$25). If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

No administrative fee will be charged if **We** cancel the **Contract**.

ARIZONA

CANCELLATION PROVISION – Item **D** the last sentence. – is deleted and replaced with the following:

You will receive **Your** cancellation refund from the seller or **Us**.

EXCLUSIONS – Items **A.**, **M.**, and **O.** are deleted and replaced as follows:

- A. Any item covered by Your Vehicle manufacturer's original factory warranty, and any component or equipment not installed by the manufacturer subsequent to the Contract purchase date.**
- M. Any loss resulting from Your failure to have the recommended maintenance services performed for Your Vehicle. Any loss due to contaminated fuel, lubricants, coolant, or damage caused by a build up of carbon or sludge, restricted oil passages or contamination that occurs subsequent to Your purchase of the vehicle. Any loss caused by Your failure to maintain the necessary and proper amounts or types of filters, lubricants or coolant. Damage caused by overheating or freezing, regardless of the cause, subsequent to Your purchase of the vehicle.**
- O. Any loss to Your Vehicle if used by You for towing a trailer or another vehicle or object unless properly equipped beforehand for this purpose as recommended by the manufacturer.**

ARIZONA CONT'D

EXCLUSIONS – Items **Q.**, and **T.** are deleted in their entirety.

ARKANSAS

CANCELLATION PROVISION – Item **B.** – is amended to include the following additional reasons for cancellation: Fraud or material misrepresentation made by or with **Your** knowledge in obtaining the **Contract** or the occurrence of a material change in the risk which substantially increases any hazard insured against after **Contract** issuance.

CALIFORNIA

DEFINITIONS – The following definitions are deleted and replaced with the following:

Breakdown – Means the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

We, Us, Our means the entity that administers and is obligated to perform under this **Contract**. In California, the **Administrator** and **Obligor** of the **Contract** is OLD REPUBLIC INSURED AUTOMOTIVE SERVICES, INC., 8282 South Memorial Drive, Tulsa, OK 74133. 800-331-3780. **CALIFORNIA LICENSE NUMBER 0C79822.**

Performance to **You** under this **Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the **Contract** has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, OK 74133, 800-331-3780. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at 800-927-4357.

CANCELLATION PROVISION – Item **B.** – is replaced by the following:

We may cancel this **Contract** within the first sixty (60) days by mailing **You** a cancellation notice before the sixty-first (61st) day after the date the **Contract** was purchased. The **Contract** ceases to be valid no less than five (5) days after the postmark date of the notice. The notice will state the specific grounds for the cancellation. **We** will refund the full **Contract** charge within thirty (30) days from the date of cancellation. However, if **We** have paid a claim, or have advised **You** in

CALIFORNIA CONT'D

writing that **We** will pay a claim, **We** may provide a pro-rata refund reflecting the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** term, less the amount of any claims paid prior to cancellation. **We** may cancel this **Contract** at any time for nonpayment of the **Contract** charge, material misrepresentation or fraud. **You** will be notified by mail of the specific reason for cancellation, which will become effective five (5) days after the postmark of the notice of cancellation. A pro-rata refund will be paid within thirty (30) days of the date of cancellation and will be calculated based on the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** term. Any claim reported prior to the effective date of cancellation will be processed; however, the amount of the claim will be deducted from **Your** pro-rata refund.

CANCELLATION PROVISION – Item **D.** – is replaced by the following:

If **We** receive **Your** written request for cancellation within thirty (30) days of **Your** receipt of the **Contract** and no claims have been made, **You** will receive a full refund. If a claim has been made, a pro-rata refund will be calculated based on the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** term. If **We** receive **Your** written request for cancellation after the **Contract** has been in effect for thirty (30) days, a pro-rata refund will be calculated based on the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** term. An administrative fee will be assessed, not to exceed ten percent (10%) of the **Contract** charge or twenty-five dollars (\$25), whichever is less. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

EXCLUSIONS – Item **T.** is deleted and replaced as follows:

T. No benefit is provided for a condition which existed prior to the Contract purchase date or which existed prior to the expiration of the manufacturer's warranty.

COLORADO

IMPORTANT INFORMATION – is amended to include the following:

The Old Republic Insurance Company Service Contract Reimbursement Insurance Policy Number is CO 112-00003.

CONNECTICUT

Connecticut Statutes 42-221, requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with a sale price of \$3,000 but less than \$5,000

Provides **Coverage** for 30 days or 1,500 miles, whichever occurs first.

Used vehicles with a sale price of \$5,000 or more

Provides **Coverage** for 60 days or 3,000 miles, whichever occurs first.

The vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: in addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverage and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

CONTRACT PROVISIONS – Item **A.** – CONTRACT PERIOD – is amended to include:

If the covered vehicle is in a repair facility at the time the **Contract** expires, the **Contract** expiration date will automatically be extended until the repair has been completed.

NOTE: Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs.

FLORIDA

TRANSFER PROVISION is amended by revising the transfer fee to forty dollars (\$40).

CANCELLATION PROVISION, Item **B.** is deleted and replaced as follows:

B. We may cancel this **Contract** within the first sixty (60) days for any reason. After sixty (60) days, We may only cancel for the following reasons:

1. If there has been a material misrepresented or fraud at the time of the sale of the **Contract**;
2. **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer; or
3. The odometer has been tampered with, is disconnected, or is disabled and **You** have not repaired it;
4. For nonpayment of premium by **You**.

CANCELLATION PROVISION, Item **C.** is deleted in its entirety.

CANCELLATION PROVISION, Item **D.** is deleted and replaced as follows:

C. If **You** cancel the **Contract** within sixty (60) days of the effective date of this **Contract**, **You** will receive a full refund less any claims paid. If **You** cancel the **Contract** after the first sixty (60) days, **We** will calculate a pro rata refund based upon the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract Term**. An administrative fee will be retained equal to 10% of the unearned pro rata premium, but not to exceed fifty dollars (\$50). If **We** cancel this **Contract**, **You** will receive a refund not less than one hundred percent (100%) of the unearned pro rata premium.

GEORGIA

CANCELLATION PROVISION – Item **B.** is amended with the following:

B. The **Administrator** may not cancel this **Contract** except for fraud, material misrepresentation, or nonpayment by **You**. Notice of such cancellation will be in writing and given at least ten (10) days prior to cancellation of non-payment of premium, thirty (30) days prior to cancellation for any other reason. Cancellation will comply with Section 33-24-44 of the Georgia Code.

GEORGIA CONT'D

CANCELLATION PROVISION – Item **D.** is deleted and replaced as follows:

If **You** cancel this **Contract** within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If **You** cancel this **Contract** after the first thirty (30) days or a claim has been filed, **We** will calculate a pro-rata refund based on the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** term and will refund ninety percent (90%) of the unearned pro-rata premium. If **We** cancel the **Contract**, return of the premium shall be based upon one hundred percent (100%) of unearned pro-rata premium. No administrative fee will apply in Georgia.

EXCLUSIONS – Item **J.** is deleted and replaced as follows:

J. Any loss if **Your Vehicle's** odometer is broken, has been altered and/or ceased to operate subsequent to purchase of the **Contract** so **Your Vehicle's** actual mileage cannot be determined.

EXCLUSIONS – Item **K.** is deleted and replaced as follows:

K. Repair or replacement and/or any loss caused by, or related to, any mechanical or vehicle alteration and/or modification made by **You** or with **Your** knowledge not recommended by the manufacturer of **Your Vehicle**. This would include, but is not limited to, the installation of any high performance equipment, lift/lowering kits, incorrect tires/wheels or removal of any emission devices.

EXCLUSIONS – Item **M.** is amended to delete any reference to sludge.

EXCLUSIONS – Item **N.** is amended as follows:

The exclusion for “pool cars” does not apply to “share-the-expense” car pools.

EXCLUSIONS – Item **T.** is deleted and replaced as follows:

T. No benefit is provided for a condition which existed prior to the **Contract** purchase date or which existed prior to the expiration of the manufacturer's warranty and was known to **You** or should have been reasonably known to **You**.

IDAHO

Notice – **Coverage** afforded under this **Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS

CANCELLATION PROVISION – Item **D.** – is amended as follows:

The administrative fee will be the lesser of ten percent (10%) of the **Contract** price or fifty dollars (\$50).

EXCLUSIONS – Item **R.** is amended to read:

R. Any repair or replacement of any covered part if a **Breakdown** has not occurred. A gradual reduction in operating performance due to wear and tear does not constitute a **Breakdown**. **Coverage** will be afforded for wear and tear that exceeds the manufacturer's tolerances and specifications.

CONTRACT PROVISIONS – Item **F.** LIMITS OF LIABILITY – Item **2.** Aggregate is amended to read as follows:

2. Aggregate – The total of all claims and benefits paid or payable while this **Contract** is in force shall not exceed the Actual Cash Value for **Your Vehicle** (excluding tax, title and license fees).

INDIANA

Your proof of payment to **Us** for this **Contract** shall be considered proof of payment to the Insurance Company which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Contract**.

IOWA

CONTRACT PROVISIONS – Item **C.** – COVERED PARTS AND LABOR is amended to include the following: Used parts will not be used to replace covered parts without prior authorization from **You**. Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Iowa Insurance Division.

CANCELLATION PROVISION – Item **D.** – is amended to include the following:

If a refund is not paid by **Us** within thirty (30) days, a ten percent (10%) penalty per month will be added to the refund.

IOWA CONT'D

NOTE: If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the **Registration Page** for the **Administrator's** address and toll free telephone number. Iowa residents may also contact the Iowa Insurance Commissioner at: Iowa Insurance Department, 330 Maple Street, Des Moines, Iowa 50319.

KANSAS

CANCELLATION PROVISION – Item **B.** – is amended to include the following:

No **Contract** that has been in effect for ninety (90) days or more may be cancelled except for one of the following reasons:

1. Nonpayment of **Contract** purchase price;
2. The **Contract** was issued because of a material misrepresentation;
3. The **Contract** holder violated any of the material terms and conditions of the **Contract**.

SCHEDULE OF COVERAGE – ANCILLARY BENEFITS – is amended as follows:

Roadside Assistance benefits are not available in Kansas.

KENTUCKY

SCHEDULE OF COVERAGE – ANCILLARY BENEFITS – is amended as follows:

Benefits for Towing, and Car Rental, are not available in Kentucky unless the benefit is directly related to a loss resulting from defects in material or workmanship. Benefits for Roadside Assistance are not available in Kentucky.

LOUISIANA

CANCELLATION PROVISION – Item **D.** – is amended to include the following:

Your signature on the **Registration Page** attached to and forming a part of this **Contract** means that **You** have been informed of and agree to the method of refund and administrative fee charged should **You** request cancellation. In calculating a cancellation refund, no deduction will be made for any claim that has been paid under this **Contract**.

MASSACHUSETTS

NOTICE: Purchase of this **Contract** is not required in order to register or finance a vehicle. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. The seller of this **Coverage** is required to inform **You** of any warranties available to **You** without this **Contract**.

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 40,000 miles at the time of sale

Provides coverage for 90 days or 3,750 miles, whichever occurs first.

Used vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale

Provides coverage for 60 days or 2,500 miles, whichever occurs first.

Used vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale

Provides coverage for 30 days or 1,250 miles, whichever occurs first.

The vehicle **You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the DEFINITIONS, **Coverage** and EXCLUSIONS stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

TRANSFER PROVISION – Item **B.** – is amended to remove the transfer fee.

CANCELLATION PROVISION – Item **D.** – is amended to remove the administrative fee.

EXCLUSIONS – Item **F.** is deleted and replaced as follows:

F. Damage to a non-covered part by a covered part's failure is not covered. **Consequential Damage** to a non-covered part by a covered part is not covered.

EXCLUSIONS – Item **M.** (last sentence) is deleted and replaced as follows:

M. Any loss caused by the lack of necessary and proper amounts or types of filters, lubricants or coolants is not covered, unless caused by failure of a covered part.

MICHIGAN

NOTICE: If the performance of this **Contract** is interrupted because of a strike or work stoppage at **Our** place of business, the effective period of this **Contract** shall be extended for the period of the strike or work stoppage.

MINNESOTA

DEFINITIONS – The definition of **Breakdown** is deleted and replaced with the following:

Breakdown – means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition.

DEFINITIONS – The definition of “**Pre-existing**” is not applicable to Minnesota residents.

CANCELLATION PROVISION – Item **B.** – is deleted and replaced by:

B. We may cancel this agreement only for: (1) nonpayment of the **Contract** price; (2) intentional misrepresentation in the submission of a claim; (3) conviction for a crime which results in an increase in the service required under this **Contract**; or (4) for discovery of an act or omission by **You** or a violation of any of the conditions of this **Contract** which occur after the effective date of this **Contract** and which substantially and materially increases the service required under this **Contract**. For reasons other than nonpayment of the **Contract** price, **We** may cancel this **Contract** by mailing written notice to **You** at **Your** last known address at least sixty (60) days prior to the effective date of cancellation. **We** will include the effective date of the cancellation and the reason for the cancellation in the notice. For nonpayment of the **Contract** price, **We** may cancel this **Contract** by mailing a cancellation notice to **You** at **Your** last address at least ten (10) days prior to the effective date of cancellation.

EXCLUSIONS – Item **H.** is modified to delete the words rust and corrosion.

EXCLUSIONS – Item **J.** is deleted and replaced as follows:

J. Any loss if, during the time the **Contract** holder has owned the vehicle, the odometer has been broken, disconnected, or altered or in any way does not represent the vehicle’s true and correct mileage. It is against federal law to alter the odometer.

EXCLUSIONS – Items **F.**, **L.**, **Q.**, and **T.** are deleted in their entirety.

MINNESOTA CONT'D

EXCLUSIONS – Item **V.** is added as follows:

V. This **Contract** does not provide **Coverage** when the responsibility for repair is covered by the warranty provided by the dealer. The dealer is required by Minnesota Statute 325F.662 to provide an express dealer warranty for used vehicles with less than seventy-five thousand (75,000) miles at the time of sale. The required dealer warranty covers vehicles with less than thirty-six thousand (36,000) miles for sixty (60) days or two thousand five hundred (2,500) miles, whichever comes first. The required dealer warranty covers vehicles with less than seventy-five thousand (75,000) miles, but more than thirty-six thousand (36,000) miles, for thirty (30) days or one thousand (1,000) miles, whichever comes first. Some limitations and exclusions apply. This **Contract** merely contains a general summary of the required dealer warranty. For details, **You** should refer to Minnesota Statute 325F.662.

MISSOURI

CANCELLATION PROVISION – Item **A.** – is amended to include the following:

We will acknowledge **Your** request for cancellation in writing within fifteen (15) days of receipt.

CANCELLATION PROVISION – Item **D.** – is amended to include the following:

If a refund is not paid by **Us** within thirty (30) days, a ten percent (10%) penalty per month will be added to the refund.

MONTANA

CANCELLATION PROVISION – Item **B.** – is amended to add the following:

Notice of such cancellation will be delivered to **You** at **Your** last known address at least five (5) days prior to cancellation. The notice of cancellation will state the effective date of the cancellation and the reason for cancellation. If cancellation is due to nonpayment of the **Contract** price, a material misrepresentation by **You** to **Us** relating to **Your Vehicle** or its use, such notice will not be required.

NEBRASKA

CANCELLATION PROVISION – Item **B.** – is amended to include the following:

We will not cancel this **Contract** for misrepresentations unless the misrepresentation is material, made knowingly with intent to deceive, relied and acted upon by **Us**, and actually deceived **Us**.

NEVADA

CANCELLATION PROVISION – Item **B.** – is amended to include the following:

If **We** cancel this **Contract** for any reason, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files. The cancellation will become effective fifteen (15) days after the notice of cancellation is mailed to **You**. After this **Contract** has been in effect for seventy (70) days, **We** will not cancel this **Contract** before the expiration of the term of this **Contract** or one (1) year after the effective date of this **Contract**, whichever occurs first, except for the following reasons:

1. Failure by **You** to pay an amount when due;
2. **Your** conviction for a crime which results in an increase in the service required under this **Contract**;
3. Discovery of fraud or material misrepresentation by **You** in obtaining this **Contract** or in presenting a claim under this **Contract**;
4. Discovery of an act or omission by **You**; or a violation by **You** of any condition of this **Contract**, which occurred after the effective date of this **Contract** and which substantially and materially increases the service required under this **Contract**; or
5. A material change in the nature or extent of the required service or repair which occurs after the effective date of this **Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Contract** was issued or sold.

CANCELLATION PROVISION – Item **D.** – is amended to include the following:

The administrative fee does not apply unless cancellation is requested by **You**. If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

Note: This **Contract** is non-renewable.

NEW HAMPSHIRE

In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301. Phone (603) 271-2261.

NEW YORK

CONTRACT PROVISIONS, Item **E**. TERRITORY is amended to read:

E. This **Contract** only applies to breakdowns that occur and repairs made within the United States, its territories or possessions, and Canada.

CANCELLATION PROVISION – Item **B**. – is amended to include the following:

If **We** cancel this **Contract** for any reason, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation. Cancellation will be effective as of the date stated in the notice of cancellation. Written notice is not required, however, if:

1. **You** fail to pay for the **Contract**;
2. **We** discover that fraud was committed or there was a material misrepresentation by **You** in obtaining the **Contract**, or in presenting a claim for payment;
3. **We** discover a substantial breach by **You** of **Your** duties under the **Contract** relating to the **Vehicle** or its use.

CANCELLATION PROVISION, Item **D**. – is amended to include the following:

If a refund is not paid by **Us** within thirty (30) days, a ten percent (10%) penalty per month will be added to the refund.

NORTH CAROLINA

CANCELLATION PROVISION – Item **D**. – is amended as follows:

The administrative fee for cancellation will be the lesser of ten percent (10%) of the pro-rata refund or fifty dollars (\$50).

OHIO

Notice for Ohio Residents: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA

DISCLOSURE STATEMENT: This **Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Contract** will not be honored by such manufacturer or wholesale company.

CANCELLATION PROVISION – Item **D.** – is deleted and replaced with the following:

D. If **You** cancel this **Contract** within the first thirty (30) days, **We** will refund the entire **Contract** charge paid. If **You** cancel this **Contract** after the first thirty (30) days, **We** will calculate a pro-rata refund based on the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** and will refund ninety (90%) of the unearned pro-rata premium. If **We** cancel the **Contract**, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. No administrative fee will apply in Oklahoma.

Note: Pursuant to 36 O.S. 6602, Oklahoma does not review commercial service warranty contract language.

RHODE ISLAND

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with 36,000 miles or less at the time of sale

Provides **Coverage** for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with more than 36,000 miles but less than 100,000 miles at the time of sale

Provides **Coverage** for 30 days or 1,000 miles, whichever occurs first.

The vehicle **You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional

RHODE ISLAND CONT'D

protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverage** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

SOUTH CAROLINA

Please direct any questions or complaints **You** may have relating to this **Contract** to **Us**. **You** may, at any time during **Your** discussions with **Us**, contact the South Carolina Department of Insurance directly at 800-768-3467 for assistance or by mail at P.O. Box 100105, Columbia, SC 29202-3105.

CANCELLATION PROVISION – Item **B**. – is amended to include the following:

Notice of such cancellation will be mailed to **You** at **Your** last known address as set forth in **Our** records at least fifteen (15) days prior to **Our** cancellation of the **Contract**. The notice will state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for is non-payment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use.

CANCELLATION PROVISION – Item **D**. – is amended to include the following:

If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

TEXAS

Unresolved complaints may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 800-803-9202.

CANCELLATION PROVISION – Item **B**. – is amended to include the following:

If **We** cancel this **Contract** for any reason other than non-payment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to the effective date of cancellation.

CANCELLATION PROVISION – Item **D**. – is amended to include the following:

If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

UTAH

Note: Coverage afforded under this **Contract** is not guaranteed by the Property and Casualty Guaranty Association.

Terms of Payment: The cost of this **Contract** can either be paid in full or financed.

CANCELLATION PROVISION – Item **B.** – is deleted and replaced with the following:

B. We may cancel this **Contract** within the first sixty (60) days for any reason. If this **Contract** has been in effect for more than sixty (60) days, **We** may cancel only for one or more of the following reasons:

1. nonpayment of the **Contract** charge,
2. material misrepresentation,
3. a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering into this **Contract**, or
4. substantial breaches of contractual duties, conditions or warranties under this **Contract**.

Notice of cancellation for nonpayment of the **Contract** charge will be in writing and given at least ten (10) days prior to cancellation.

Notice of cancellation for any other reason will be in writing and given at least thirty (30) days prior to cancellation. Any cancellation notice will state the reason for cancellation and will be delivered or mailed by first class mail.

HOW TO FILE A CLAIM, Item **B – 2.** Emergency Repairs – is amended to include the following: Failure to report the emergency repair within five (5) days will not invalidate **Your** claim if **You** can show that it was not reasonably possible to report the claim within that time period, and that the claim was reported to the **Administrator** as soon as reasonably possible.

WISCONSIN

THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The **Administrator**, Minnehoma Automobile Association, Inc. assumes the contractual obligations of the selling dealer.

CANCELLATION PROVISION – is amended by adding the following:

If **You** cancel this **Contract**, claims will not be considered when calculating any refund due.

WISCONSIN CONT'D

HOW TO FILE A CLAIM – is modified by the following:

Prior to any repair being made, instruct the Service Manager at the Licensed Repair Facility to contact the **Administrator** to obtain an authorization for the claim. Failure to obtain authorization prior to having repairs made may jeopardize **Coverage** under this **Contract**. In the event of emergency repairs and **You** are unable to obtain prior authorization, the burden is on **You** to retain replaced parts and prove that authorization could not be obtained and that the repair is covered under this **Contract**. For such emergency repairs, **Your** claim will not be denied solely for lack of prior authorization.

The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of this **Contract**. Any additional amount must receive prior approval. Once authorization is obtained, and the repair is completed, all repair invoices and documentation must be submitted to the **Administrator** as soon as reasonably possible.

WYOMING

CANCELLATION PROVISION – Item **B.** – is amended to include the following:

If **We** cancel this **Contract** for any reason other than nonpayment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least ten (10) days prior to cancellation.

CANCELLATION PROVISION – Item **C.** is deleted in its entirety.

CANCELLATION PROVISION – Item **D.** – is amended to include the following:

If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

[Insert Program Name]

ADMINISTRATION / CLAIMS
[P.O. BOX 35008]
[TULSA, OK 74153-0008]
[800-331-3780]

HOW THIS CONTRACT PROTECTS YOU

We, in return for payment of the applicable charge, agree to repair, replace, or arrange for the payment of the cost to repair or replace the covered parts of **Your Vehicle** when due to a **Breakdown** during the term of this **Contract**. **Replacement of any part may be made with like kind and quality, serviceable used or remanufactured parts.**

IMPORTANT INFORMATION

NOTE: This is a Service **Contract** not an insurance policy.

Our obligations under this **Contract** are fully insured by a Service Contract Reimbursement Insurance Policy issued by Old Republic Insurance Company (Tulsa Branch Office), [8282 South Memorial Drive, Tulsa, Oklahoma 74133]. If **You** have not received either payment of a claim or a refund for the cancellation of **Your Contract** within sixty (60) days after proof of loss has been filed and approved by the **Administrator**, or **Your** request for cancellation has been submitted to and accepted by the **Administrator**, **You** may make a direct claim against Old Republic Insurance Company (Tulsa Branch Office) at the address shown or call toll free [800-331-3780].

Please refer to State-Specific Amendments for additional information and/or amendments to certain Contract provisions.

DEFINITIONS

The following definitions apply to words frequently used in this **Contract** and appear in **Bold Faced Type**:

You, Your – Means the **Contract** holder shown on the **Registration Page** or the person to whom this **Contract** was properly transferred.

We, Us, Our – Means the **Obligor** and **Administrator** of this **Contract** as stated below and on the **Registration Page** attached to this **Contract**.

Administrator and Obligor – Means the following:

In most States: Old Republic Insured Automotive Services, Inc. (CA LIC 0C79822); **In GA, NY, WY:** ORIAS Warranty Services; **In TX, OR:** ORIAS Warranty Services, Inc.; **In AZ, FL, LA, OK, NM, WI:** Minnehoma Automobile Association, Inc. (FL LIC 60033). **The address and phone number for all administrative companies:** [P.O. Box 35008, Tulsa, OK 74153-0008. 800-331-3780]. (Note: **In [DC, ME]**, the **Obligor** is the selling dealer and the **Administrator** is Old Republic Insured Automotive Services, Inc.)

Contract – Means this Vehicle Service **Contract** which **You** have purchased from **Us** to protect **Your Vehicle**.

Registration Page – Means the numbered document which must be attached to and forms a part of this **Contract**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information.

Schedule Of Coverage – Lists the **Coverage** provided to **You** for **Your Vehicle** under this **Contract**.

Coverage – Means the protection **You** have selected, as listed in the **Schedule Of Coverage** Section.

Your Vehicle – Means the vehicle which is described on the **Registration Page**.

Deductible – Means the amount **You** are required to pay, as shown on the **Registration Page**, for covered **Breakdowns**.

Breakdown – Means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

Commercial Use – Means any car, truck or van used for the purpose of sales or route service, inspections or examinations, maintenance or repair, construction, gardening, carrying tools to a job site, and vehicles used to provide shuttle services for non-profit organizations.

Consequential Damage – Means an event or damage that occurs separately as a consequence or result of the failure of any part, such as, loss of time or use, inconvenience, commercial loss, personal injury or property damage.

Pre-existing – Means a condition that within all reasonable mechanical probability relates to the mechanical fitness of **Your Vehicle** prior to the **Contract** purchase date. (Not applicable in Arizona.)

Term/Contract Period – Means the length of time and miles covered by this **Contract**, as shown on the **Registration Page**.

YOUR RESPONSIBILITIES

A. Verify Registration Page – The **Registration Page** must be attached to the front inside cover of this booklet or otherwise affixed to this **Contract** to complete and validate this **Contract**.

[Insert Program Name]

- B. **Note Your Contract Number** – Please see the box containing Your Contract Number on the Registration Page. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.
- C. **Check the Coverage, Term, and Surcharges (if applicable) shown on Your Registration Page for accuracy.**
- 1) **Coverage** – Compare the Coverage shown on the Registration Page with the corresponding Coverage listed in the Schedule of Coverage.
 - 2) **Term** – Verify the Term is correct.
 - 3) **Surcharges** – Check the box labeled Surcharges. Any surcharge applicable to Your Vehicle must be indicated on the Registration Page and the surcharge paid to receive Coverage.

If any of the information contained on Your Registration Page is missing or is inaccurate, contact the seller of this Contract immediately to avoid a possible delay should a claim arise.

- D. **Maintain Your Vehicle** – In order for You to receive benefits under the terms of this Contract, You are required to maintain Your Vehicle according to the manufacturer's recommended service schedule, as shown in Your Vehicle's owner's manual. The manufacturer's recommended service schedule for Your Vehicle will be considered the maximum allowable interval between the maintenance services required by this Contract. If there is no written maintenance schedule for oil changes for Your Vehicle, the maximum allowable interval between oil changes must not exceed 7,500 miles. All maintenance on Your Vehicle must be performed by a licensed repair facility. You must keep verifiable repair facility receipts and work orders indicating the date, mileage and service performed. Failure to have the required maintenance performed and/or failure to provide verifiable receipts when requested will result in denial of Coverage. It is Your responsibility to have non-covered repairs or maintenance performed at the time it is recommended.

Should any payment be made by virtue of this Contract for any repair or replacement for which the manufacturer or distributor now or subsequently provides remuneration or recovery, then the Contract holder assigns to the Administrator all rights to such remuneration or recovery not to exceed the amount of the benefit(s) provided under this Contract.

CONTRACT PROVISIONS

This CONTRACT is between US and YOU, and is subject to all the terms and conditions contained herein.

A. CONTRACT PERIOD

Coverage under this Contract begins on the Contract purchase date and will expire according to the time and/or mileage of the term/miles selected, whichever occurs first, as shown on the Registration Page.

B. COVERAGE

The Coverage afforded You for Your Vehicle is fully described in this Contract. Please see Schedule of Coverage section.

C. COVERED PARTS AND LABOR

We will pay or reimburse You for reasonable costs to repair or replace any Breakdown of a part listed in the Schedule of Coverage. Replacement parts may be new, remanufactured, or of like kind and quality. Labor cost for authorized repairs will be determined by a current nationally published flat rate manual approved by the Administrator.

D. DEDUCTIBLE

In the event of a Breakdown covered by this Contract, You may be required to pay a Deductible. No Deductible payment is required with respect to Ancillary Benefits as provided by this Contract. If You have a Deductible, as shown on the Registration Page, the Deductible amount will be applied on a per repair visit basis.

E. TERRITORY

This Contract applies only to Breakdowns that occur and repairs made within the United States of America and Canada.

F. LIMITS OF LIABILITY

- 1) Per Repair Visit – Our liability for any one (1) repair visit shall in no event exceed the current market value of Your Vehicle at the time of said repair visit, as listed in the NADA Used Car Guide.
- 2) Aggregate – The total of all claims and benefits paid or payable while this Contract is in force shall not exceed the price You paid for Your Vehicle (excluding tax, title and license fees).

G. OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover against another party for anything We have paid under this Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

TRANSFER PROVISIONS

Your Contract may be transferred to someone to whom **You** sell or otherwise transfer ownership of **Your Vehicle** while this **Contract** is still in force. This **Contract** cannot be transferred if the title transfer of **Your Vehicle** passes through an entity other than the subsequent buyer, or **Your Vehicle** is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This **Contract** can only be transferred once and the transfer must be initiated by the original **Contract** Holder.

To transfer this **Contract**, the following must be submitted to the **Administrator** within fifteen (15) days of the change of ownership to a subsequent individual purchaser:

- A. A completed transfer form indicating the name and address of new owner, date of sale to new owner, current mileage;
- B. Seventy-five dollar (\$75) transfer fee made payable to the **Administrator**.

Any remaining manufacturer's warranty must also be transferred at the same time as vehicle ownership transfer. Copies of all maintenance records showing actual oil changes and manufacturer's maintenance must be given to the new owner. These maintenance records must be retained along with similar documentation for future maintenance work which the new owner has performed in accordance with the Maintenance Requirements of this **Contract**. If necessary, these documents will be verified by the **Administrator**.

CANCELLATION PROVISIONS

Please check the State-Specific Amendments section for different rights regarding cancellation.

- A. The original **Contract** holder may cancel this **Contract** by contacting the seller of this **Contract** and completing a cancellation request form. The seller will submit the cancellation request to the **Administrator** for processing. The cancellation refund will be mailed to the seller for payment to **You**. In the event **You** are unable to return to the seller of this **Contract**, **You** may forward a signed letter requesting cancellation to the **Administrator**. Include a notarized statement indicating the current mileage (odometer reading) of the vehicle at the time the cancellation is to be effective. **You** will receive **Your** cancellation refund from the seller.
- B. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for misrepresentation in the submission of a claim. **We may** cancel this **Contract** if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer, or **Your Vehicle** is found to be used as a **Commercial** vehicle.
- C. If **Your Vehicle** and this **Contract** have been financed, the lienholder shown on the **Registration Page** may cancel this **Contract** for non-payment or if **Your Vehicle** is declared a total loss or is repossessed.
- D. If this **Contract** is cancelled within the first thirty (30) days from the date shown on the **Registration Page**, and no claims have been filed, **We** will refund the entire **Contract** charge paid. If a claim has been made against **Your Contract**, or if the **Contract** has been in effect more than thirty (30) days, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date coverage begins, less a fifty dollar (\$50) administrative fee unless otherwise stated in the State-Specific Amendments section. **You** will receive **Your** cancellation refund from the seller.

Note: In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. The lienholder will be named as the sole payee on a cancellation refund if **Your Vehicle** has been repossessed.

HOW TO FILE A CLAIM

- A. If **Your Vehicle** incurs a **Breakdown**, **You** must take the following steps to file a claim:
 - 1. **You** must use all reasonable means to protect **Your Vehicle** from further damage. Example: activated warning lights indicate that **You** should stop operating **Your Vehicle** immediately.
 - 2. **You** must authorize a licensed repair facility to perform any diagnosis or teardown necessary to determine the cause of failure and repair cost. **You** are responsible for all incurred expenses if it is determined that the failure or repair is not covered by this **Contract**.
 - 3. **You** must ensure that the repair facility contacts the **Administrator** at [800-331-3780] when the cause of failure and repair cost are determined. The **Administrator** reserves the right to inspect **Your Vehicle** before repairs are performed.
 - 4. Depending on the particular failure, maintenance records may be requested from **You** before the **Administrator** will authorize the claim.
 - 5. Do not authorize repairs until the **Administrator** verifies that the **Breakdown** is covered by this **Contract** and issues an approval number to the repair facility or **Your** claim will be denied. (Exception – see Emergency Repairs.)
 - 6. It is **Your** responsibility to pay any expenses that are not covered by this **Contract**, including the **Deductible**.

[Insert Program Name]

B. EMERGENCY REPAIRS: If **You** have a **Breakdown** that renders **Your Vehicle** inoperable or unsafe to operate outside **Our** normal business hours (8 am to 7 pm Central Time, Monday – Friday, and 8 am to 4 pm Central Time, on Saturday) and when a minor repair, not to exceed a cost of five hundred dollars (\$500), can be performed that will return **Your Vehicle** to operation, **You** may, at **Your** own discretion, authorize the necessary emergency repairs, subject to the following conditions:

1. Emergency repairs can only be performed on **Your Vehicle** when **You** cannot obtain approval from the **Administrator** because the **Breakdown** occurred outside **Our** normal business hours.
2. **You** must report the claim directly to the **Administrator** within five (5) days from the date the **Breakdown** occurred by calling the toll-free claims number [800-331-3780]. Mail-in claims for emergency repairs will not be accepted. Note: If the **Administrator** re-opens before repairs to **Your Vehicle** are completed, **You** must immediately contact the **Administrator** for instructions before continuing with the repairs.
3. Repairs must be performed by a licensed repair facility, and not exceed a cost of five hundred dollars (\$500).
4. **You** must provide the **Administrator** with a paid receipt.
5. **You** must save all parts that were replaced and provide them to the **Administrator**, if requested.

Failure to comply with the above procedures will result in a denial of Coverage.

SCHEDULE OF COVERAGE

[Level I] COVERAGE

If **You** purchased the [Level I] Coverage Plan as shown on the **Registration Page**, covered parts are:

1. Engine: All internal parts; timing gears, timing chain(s) or belt(s); timing chain/belt tensioner(s); water pump; oil pump; fuel delivery pump; diesel engine vacuum pump; intake manifold(s); exhaust manifold(s); flywheel; flexplate; ring gear; harmonic balancer; engine mount(s); supercharger housing and internal parts. The following components are covered only if damaged by the failure of an internal part: engine block; cylinder heads; cylinder barrels; rotor housing; oil pan; valve cover(s); timing chain or belt cover.
2. Transmission & Transfer Case: All internal parts; torque converter; vacuum modulator; auxiliary cooler and its metal lines; overdrive units; transmission mount(s). The following components are covered only if damaged by the failure of an internal part: transmission case; transaxle case; transfer case.
3. Front & Rear Wheel Drive: Axle shafts and bearings; universal joints; constant velocity joints (except any damage to the constant velocity joint due to the failure of the sealing boot is not covered); tripod joints; stud axles; drive shaft and yokes. The following components are covered only if damaged by the failure of an internal part: final drive axle and axle housing(s) and all internal parts.
4. Electrical: Alternator and pulley; voltage regulator; starter motor; solenoid and drive.
5. Air Conditioning: Compressor, clutch, coil and pulley; condenser; evaporator; accumulator; dryer. The expansion valve, orifice tube and POA valve are covered if required as a result of a Mechanical Breakdown.
6. Seals and Gaskets: Seals and gaskets coverage is provided with the [Level I] Coverage Plan for all parts listed in the above named component groups if **Your Vehicle** had less than 80,000 miles, as indicated on the odometer at the time of **Contract** purchase.

Any part not listed above is not covered by the [Level I] Coverage Plan.

[LEVEL II] COVERAGE

If **You** purchased the [Level II] Coverage Plan as shown on the application, covered parts are:

1. Engine: All internal parts; timing gears, timing chain(s) or belt(s); timing chain/belt tensioner(s); water pump; oil pump; fuel delivery pump; diesel engine vacuum pump; intake manifold(s); exhaust manifold(s); flywheel; flexplate; ring gear; harmonic balancer; engine mount(s); supercharger housing and internal parts. The following components are covered only if damaged by the failure of an internal part: engine block; cylinder heads; cylinder barrels; rotor housing; oil pan; valve cover(s); timing chain or belt cover.
2. Transmission & Transfer Case: All internal parts; torque converter; vacuum modulator; auxiliary cooler and its metal lines; overdrive units; transmission mount(s). The following components are covered only if damaged by the failure of an internal part: transmission case; transaxle case; transfer case.
3. Front & Rear Wheel Drive: All internal parts; axle shafts and bearings; universal joints; constant velocity joints (except any damage to the constant velocity joint due to the failure of a sealing boot is not covered), tripod joints, stub axles; drive shaft and yokes. The following components are covered only if damaged by the failure of an internal part: final drive axle and axle housing(s).

[Insert Program Name]

4. Electrical: Alternator and pulley; voltage regulator; starter motor; solenoid and drive; heater blower motor(s); wiper motor(s); neutral safety switch; ignition switch; turn signal switch; brake light switch; horn; horn relay; engine wiring harness; IAC motor; manually operated switches; transmission shift control processor; air conditioning/heater control head; power window motor and regulator; power seat motor.

5. Air Conditioning: Compressor, clutch, coil and pulley; condenser; evaporator; accumulator; dryer. The expansion valve, orifice tube and POA valve are covered if required as a result of a Mechanical Breakdown.

6. Front & Rear Suspension: Upper and lower control arms and their shafts and bushings; ball joints; spindles; stabilizer bar, track bars and their bushings and links; torsion bars; hub bearings; wheel bearings.

7. Steering: Steering gear housing and internal parts; rack & pinion housing and internal parts; rack & pinion mounting bushings; power steering pump; steering column shaft, coupling and bearings; pitman arm; idler arm; tie rod ends; drag link.

8. Braking System: Master cylinder; vacuum/hydraulic assist booster; wheel cylinders; disc brake caliper; proportioning valve; metal hydraulic lines and fittings; parking brake linkage, cables and backing plates. The following components are covered until **Your Vehicle** reaches 100,000 miles, as indicated on the odometer: ABS Control Unit; wheel sensors; pump motor; accumulator; actuator.

9. Fuel System: Fuel injector(s); fuel pump; fuel pressure regulator; fuel level sending unit; vacuum pump; metal fuel lines and fittings.

10. Cooling System: Electric fan motor; fan; viscous clutch drive.

11. Chassis Hardware: Hood latch and cable; door/hood/trunk/hatch hinges; glove box/console lock and latch; ignition lock and tumbler; manual window regulators.

12. Seals and Gaskets: Seals and gaskets coverage is provided with the [Level II] Coverage Plan for all parts listed in the above named component groups if **Your Vehicle** had less than 80,000 miles, as indicated on the odometer at the time of **Contract** purchase.

Any part not listed above is not covered by the [Level II] Coverage Plan.

[LEVEL III] COVERAGE

If **You** purchased the [Level III] Coverage Plan as shown on the application, this **Contract** covers all original equipment factory installed mechanical and electrical parts and assemblies of **Your Vehicle** for Mechanical **Breakdown**, less any applicable **Deductible**, EXCEPT for the parts and services listed under "Exclusions."

ANCILLARY BENEFITS (ALL PLANS)

No Deductible applies to the following benefits:

TOWING: In the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted towing expenses up to seventy-five dollars (\$75) per occurrence. Any payment shall be for actual towing charges in excess of any applicable reimbursement from the manufacturer or any other towing coverage.

CAR RENTAL – If **Your Vehicle** incurs a covered **Breakdown**, **You** may also be eligible to receive reimbursement for a portion of **Your** car rental costs. The amount **We** will repay **You** depends upon the total authorized cost of covered repairs for each repair visit. The maximum **We** will pay is shown in the table below:

Repair Cost	\$200 - \$500	\$501 - \$1,000	\$1,001 - \$1,500	\$1,501 - \$2,000	\$2,001+
Reimbursement	\$ 50	\$ 100	\$ 150	\$ 200	\$ 250

We do not cover time spent waiting for parts, or any other delays beyond **Our** control. Before **We** can repay **You**, **You** must give **Us** valid receipts from an authorized rental car agency or the dealer.

ROADSIDE ASSISTANCE: **We** will reimburse **You** for Roadside Assistance, subject to a fifty dollar (\$50) per occurrence limitation, for the following emergency services for **Your Vehicle**:

- Lock-Out Assistance
- Fuel Delivery Services
- Flat Tire Assistance
- Battery Service

For reimbursement for Roadside Assistance benefits, submit **Your** paid receipt and the details of the service(s) performed on **Your Vehicle** to the **Administrator**.

CONTRACT SURCHARGES

Any surcharge applicable to **Your Vehicle** must be selected on the **Registration Page** to receive **Coverage**. If surcharges are not paid, **Coverage** will be denied.

1. **Diesel, One Ton, and 4WD/AWD** or any combination (mandatory surcharges).
2. **Seals and Gaskets Coverage:** If the **Contract Registration Page** shows that **You** purchased the Seals and Gaskets option with **Your** [Level I] or [Level II] Coverage Plan, **You** are covered for the following: Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids.

EXCLUSIONS

This Contract does not cover the following parts, services, conditions or events:

- A. Any item covered by Your Vehicle manufacturer's original factory warranty, and any component or equipment not installed by the manufacturer.
- B. Any loss to the vehicle frame and chassis, exhaust system including the catalytic converter, transmission cooler lines and hoses, manual clutch release bearing, clutch pilot bushing or bearing, clutch disc and pressure plate, shock absorbers or McPherson struts, wheels, wheel studs, convertible top and straps, window and door handles, and cellular phones. All fasteners, including, but not limited to: bolts, studs, nuts, pins, clips and retainers (except when required in conjunction with a covered repair).
- C. Normal maintenance items or parts normally designed to be serviced or replaced periodically during the life of Your Vehicle, such as, but not limited to: oil, coolant, fluids, lubricants, refrigerants, filters, (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, sealed beams, lenses, fuses, wiper blades and arms, battery and battery cable, drive belts, coolant and vacuum hoses, brake rotors, brake drums, brake pads and linings.
- D. Adjustments and cleaning, alignments and wheel balancing, freight charges, environmental disposal fees, storage charges, and shop supplies.
- E. Any repair or replacement of a covered part that has not been authorized by the Administrator prior to the repair being performed except as outlined under Emergency Repairs in the section entitled How To File A Claim.
- F. Any loss caused by the failure of any other part of Your Vehicle that is not included for coverage in this Contract, regardless if the resulting damage is to a covered part.
- G. Liability for damage to property or injury to or death of any person arising from the operation, maintenance or use of Your Vehicle, whether or not related to the parts covered by the Contract.
- H. Any loss caused by collision or upset, breakage of glass, missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, lightning, contamination, rust, corrosion, freezing, smoke, acts of God or any cause whatsoever except as provided in the Contract.
- I. Any loss that should be covered by a manufacturer's warranty, repairer's guarantee, or any recall issued by a manufacturer which addresses the Contract holder's complaint. Components or parts covered by any other warranty are not covered by this Contract until expiration of the manufacturer, supplier, or other warranty. Any loss from an improper previous repair is not covered. The Contract does not guarantee the performance of any repair facility or technician.
- J. Any loss if the odometer has been broken, disconnected or altered, or in any way does not reflect Your Vehicle's true and correct mileage. Note: It is a federal offense to alter Your Vehicle's odometer.
- K. Repair or replacement and/or any loss caused by, or related to, any mechanical or vehicle alteration and/or modification not recommended by the manufacturer of Your Vehicle. This would include, but is not limited to, the installation of any high performance equipment, lift / lowering kits, incorrect tires / wheels or removal of any emission devices.
- L. Incidental or Consequential Damages such as loss of use of Your Vehicle, inconvenience or commercial loss.

[Insert Program Name]

- M. Any loss resulting from the failure to have the recommended maintenance services performed for Your Vehicle. Any loss due to contaminated fuel, lubricants, coolant, or damage caused by a build up of carbon or sludge, restricted oil passages or contamination. Any loss caused by the lack of necessary and proper amounts or types of filters, lubricants or coolant. Damage caused by overheating or freezing, regardless of the cause.
- N. Any loss to Your Vehicle if used for competitive driving, racing, off-road use, hire to the public, rental, pool cars, or if Your Vehicle is equipped for or used as a snow plow or emergency vehicle. Vehicles used commercially for any purpose other than those defined under Commercial Use are not covered.
- O. Any loss to Your Vehicle if used for towing a trailer or another vehicle or object unless properly equipped beforehand for this purpose as recommended by the manufacturer.
- P. Any loss due to neglect, abuse or misuse of Your Vehicle, or failure to protect Your Vehicle from further damage.
- Q. Any loss to a Gray Market or vehicle that does not have a valid manufacturer VIN. Any loss to a vehicle that has ever been declared or title branded as salvage, junk, rebuilt, totaled, or flood damaged.
- R. Repair or replacement of any part will not be covered unless an actual Breakdown has occurred. A reduction in performance of any part, including engine valves and rings, is not covered if the part is operating within the original manufacturer's specifications for Your Vehicle.
- S. Any repair or replacement of a covered part which has not failed but which a repair facility recommends or requires be repaired or replaced. Any cost to modify, convert or retrofit original equipment, or any parts that have been updated by the manufacturer for the sole purpose of betterment is not covered.
- T. No benefit is provided for a condition which existed prior to the Contract purchase date or which existed prior to the expiration of the manufacturer's warranty.
- U. Any loss to Global Positioning Systems (GPS) and video components.

STATE SPECIFIC AMENDMENTS

(See state specific amendments, if applicable)

AMENDMENT TO

[INSERT PROGRAM NAME]

Form Number: ESS-VSC-E (10/07)

WHEN SOLD IN THE FOLLOWING STATE:

ARKANSAS

CANCELLATION PROVISION – Item **B.** – is amended to include the following additional reasons for cancellation: Fraud or material misrepresentation made by or with **Your** knowledge in obtaining the **Contract** or the occurrence of a material change in the risk which substantially increases any hazard insured against after **Contract** issuance.

<i>SERFF Tracking Number:</i>	<i>LDRA-125346008</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Old Republic Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>ESS-PTP FORMS</i>		
<i>TOI:</i>	<i>33.0 Other Lines of Business</i>	<i>Sub-TOI:</i>	<i>33.0004 Service Contracts</i>
<i>Product Name:</i>	<i>ESS-PTP Forms</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	LDRA-125346008	State:	Arkansas
Filing Company:	Old Republic Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	ESS-PTP FORMS		
TOI:	33.0 Other Lines of Business	Sub-TOI:	33.0004 Service Contracts
Product Name:	ESS-PTP Forms		
Project Name/Number:	/		

Supporting Document Schedules

Bypassed -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	11/13/2007
Bypass Reason:	Not required for SERFF filings.			
Comments:				

Satisfied -Name:	Forms Listing and Description	Review Status:	Approved	11/13/2007
Comments:				
Attachment:	AR Forms List.pdf			

**Extended Mileage Program
Vehicle Service Contracts
Forms Listing and Description**

ESS-VSC-RP (10/07)

This is a Registration Page (size 8.5" x 11") which contains a unique contract number for reference when filing a claim or requesting customer service.

ESS-VSC (10/07)

This is the regular Vehicle Service Contract (size 8.5" x 14") containing ALL the state amendments, to be considered the printed version.

ESS-VSC-BK (10/07)

This is the Vehicle Service Contract booklet (size 8.5" x 5.5") containing ALL the state amendments, to be considered the booklet version.

ESS-VSC-E (10/07)

This is the regular Vehicle Service Contract (size 8.5" x 11") containing NO state amendments, to be considered the electronic (E) version and used in all states along with the applicable state amendment message affixed either by stand-alone amendment form or printed out on the last page of the contract.

ESS-VSC-E-AR (10/07)

Arkansas State Amendment (for example):

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